The Solicitors' Journal.

LONDON, OCTOBER 24, 1863.

Some weeks ago we noticed the great increase which had taken place during the past ten years in the number of barristers, while there had been no material addition to the roll of solicitors. Not only were the attractions of the Church for skilled thinkers becoming lessened by their dislike of self-imposed fetters on the reason and understanding, but the advantages of the Bar, as a guarantee or moral assurance of a certain intellectual responsibility, were drawing to the Inns of Court a mixed class of politicians, journalists, and candidates for official place. In the same period the colonies have been opening a much wider field than before to the advocate. They have not merely increased in occupied territory in wealth and in business beyond any former degree; but the facility and cheapness of passage, the quick transmission of news, and the sympathy thus engendered with the mother country, have lightened the feeling of exile which used to deter men having the home associations of a cultivated mind from throwing themselves upon a half-formed and heterogeneous society. From Western Canada we are in possession of some interesting information. The writer represents the profession there as holding, in comparison with the profession at home, a highly respectable position. Our readers themselves had some evidence of this in the proceedings in the case of Anderson, the fugitive slave, two or three years ago. The head-quarters are in Toronto, at Osgoode Hall, named from a former judge. This is a very handsome building, and contains, besides the offices of the Law Society, and its library, which is an exceedingly fine room, the Courts of Queen's Bench and Common Pleas for sittings in banc, and the Court of Chancery, with their respective offices, all in a style that would do credit to any country. "We gave," says the writer, "an entertainment to the Prince there which must have astonished him." The Law Society is like one of the Inns of Court. The visitors are the judges. The Society elects its own members, of which there is no certain number. There are Q.C.'s, who are among them, with such members of the Bar as are elected. For entrance as a student of the society there is a classical examination; five years are passed, with attendance at certain law lectures, in the case of those who have not taken a university degree. At the end of the term there is a very fair examination. The Society examines, and gives certificates to candidates for admission as attorneys. The attorneys are not members of the Law Society unless they are also members of the Bar; but nearly all are both. There are only a very few men who are barristers and not attorneys, and those came from England. On arriving in the colony the writer got called at once, on giving a term's notice, as he was a member of the English Bar; but he had to serve a year under articles to an attorney, and to pass the usual examination. So he became a general practitioner, and took a partner—indeed, he has taken a partner in his home as well as in his business. The "village," as it is called, contains about 1,600 inhabitants, and is two miles from a station on the Grand Trunk Railway, which runs all through Canada, and has an office of the electric telegraph communicating with the whole country. There are six or eight mails a day, two weekly newspapers, and the Toronto daily papers, which arrive an hour or so after mid-day. The European news is telegraphed over the whole province, either when the ship passes Cape Race, where a boat of the Associated Press is on the look-out for her, or at Portland, or Father Point, some way up the St. Lawrence, and appears at once in the daily papers; so that the emigrant sees as soon as possible what is going on in the world from which he is separated. Our colonial readers would do some of their younger brethren "at home" good service, by giving us an account, now and then, of the state of the profession in their respective colonies.

Mr. Nelson, the City Solicitor, appears to have displeased some gentleman who has the privilege of writing for the *Times*, where he complains that the city solicitorship is too good a thing for Mr. Nelson, or any other man. The salary is £1,250 a year, but it appears that, while the City Solicitor has to discharge some of the functions of the remembrancership, his emoluments are about as much more. We cannot think this payment at all too high for the onerous work that has to be done for it. The *Times* thinks it ridiculous that the city should pay its solicitor a higher salary than an under-secretary of State receives. But it is well known that within a few years past some of the great railway companies have appointed permanent solicitors with salaries equal to those received by principal secretaries of State, and judges of the superior courts at Westminster. The *Times* thinks Mr. Nelson has got so many things to do, and so much to attend to, that he cannot possibly accomplish his work; but this is surely a bad argument for reducing his emoluments, especially if, in fact, he performs all the multifarious duties which are thus imposed upon him, to the satisfaction of his employers, as seems to be the case. The dire cause of all the anger of the *Times* showed itself in a subsequent article on the "New City Traffic Regulations." It seems that Mr. Nelson, whose duty it is to watch the progress of bills in Parliament, relating to city matters, took no pains to secure a monopoly in the city for Captain Walter's Corps of Commissionaires.

> It says little (observes the writer), for the acumen of the new City Solicitor, who was mainly charged with preparing the Bill, and as Deputy Remembrancer, with additional pay, watching its progress through Parliament, that, while taking the little shoeblacks under his especial protection, a clause was not inserted empowering the Court of Alderman to recognise the corps of Commissionaires, a useful and meritorious body of men with a distinct organisation and with many guarantees for fidelity and good behaviour. In the city especially they are subjected daily to many inconveniences and annoyances.

Most unprejudiced people, we think, will agree with us in considering Mr. Nelson's want of "acumen" in this instance a proof of good sense, and of a better appreciation of the true province of legislation than his censor can boast, judging by his observations.

The Attorneys' Certificate Duty is the subject of the following paragraph in the *Times* of yesterday:—

> On the 15th proximo the attorneys' certificate duty will become payable, and if paid within a month will date from the 15th of November. The time of payment will be extended to the end of the year, but attorneys cannot recover for business transacted in the interim. The duty after the first three years is £9 for a London practitioner, and £6 in the country. The annual revenue derived from the impost is about £70,000. Efforts are being made by solicitors to obtain a repeal next year, or a reduction in the amount.

It is satisfactory to find that the efforts already made, for obtaining relief from this oppressive annual tax, are beginning to attract attention outside the profession; which is certainly an encouragement for prosecuting the agitation with vigour when Parliament re-assembles. A petition to the House of Commons for the total repeal of the Certificate Duty lies for signature at the office of this journal.

The Daily Telegraph, of Thursday, has a characteristic article on the case of Mr. George, an attorney, who was recently accused of committing an indecent assault upon a young woman while she was visiting him professionally at his office. The article appears to us to be equally unfair to the accused, and to the profession of which he is a member. Either it assumes his guilt and his complicity in spiriting away the prosecutrix, or else it is wholly unmeaning. It is not content to entrust the case to the ordinary tribunals, but anticipating its miscarriage there, it would assign to the Incorporated

Law Society the duty of instituting "another investigation" into the matter for itself. It says,

Mr. George belongs to an honourable profession. Let that profession, in its own behalf, take up this case. A solicitor who cannot clear himself from the charge of having attempted to violate the person of a woman who came to ask his advice in his professional capacity, is not the man to have in his keeping the honour of the legal profession. If he can vindicate himself, his vindication should be made as public as the charge brought against him. But a fortuitous escape from any legal investigation should not be allowed to shield him from the censure of his brother lawyers. In their own interest, on behalf of their own good name, let them take up the case, and satisfy themselves and the public whether the solicitor against whom "a serious charge" has been brought is, or is not, a disgrace to his profession.

The writer assumes that the Incorporated Law Society has some mysterious inquisitorial power by which it can compel the attendance of witnesses over whom the process of the superior courts has no effect, and that it can of its own mere motion strike an attorney off the rolls or brand him with the stigma of reprobation. We need hardly say that all this is a mere hallucination on the part of the writer.

"THE LAW OF THE COLONIAL CHURCH," has been the subject of a paper by Dr. Bayford, the learned Chief Registrar of the Court of Probate. The paper was read at the recent Church congress at Manchester, and the following is a sketch of it.

Englishmen on settling in the colonies left behind them in the mother country the laws relating to the established clergy, the laws relating to the jurisdiction of the Ecclesiastical Courts, and the laws connected with mortmain. Having referred to the different *status* of the Church in different colonies, he alluded to the unsatisfactory position of the clergy in chaplaincies abroad. The clergyman was under the power of the subscribers to the chapel; there was no ecclesiastical superintendence or room for episcopal authority. The condition of the clergy in this position would be much more satisfactory if they were placed under the authority of the nearest colonial bishop, or under some episcopal authority in this country. If the principles of ecclesiastical government were to be substantially followed up in lands in which they could not be enjoyed, different laws would be needed in the case of almost every colony. The recent case of *Long* v. *The Bishop of Cape Town* was an illustration of these difficulties.

SIR ROUNDELL PALMER, Knight, her Majesty's Attorney-General, has been returned to Parliament for the borough of Richmond; Mr. Robert Porrett Collier, her Majesty's Solicitor-General, has been returned to Parliament for the borough of Plymouth; and Mr. George Shaw Lefevre, of the Common Law Bar, has been returned to Parliament for the borough of Reading, in the room of Gillery Pigott, Serjeant-at-Law, now one of the Barons of the Court of Exchequer.

MR. BREMRIDGE, after a hard contest in which he was well supported by the most respectable of his townsmen, has been defeated at Barnstaple; but there is some probability of a petition against the return of his opponent upon the ground of bribery and corruption. Mr. Bremridge's defeat is a misfortune to the general body of attorneys and solicitors throughout England, as from his professional standing and experience, and his high personal character, he would have been well qualified to take an active part as the representative of their interests in Parliament.

THE LISTS OF ARREARS in the common law courts for Michaelmas Term have been exhibited. The arrears in the three courts number only 115. In the Queen's Bench the number is 50, consisting of 24 rules in the new trial paper, of which 2 are for judgment and 22 for argument. In the special paper there is only 1 for judgment, and 23 for argument, and there are 2 enlarged rules. In the Court of Common Pleas there are 9 enlarged rules, 4 rules in the new trial paper, and 4 cases standing for decision, making an arrear of 30; whilst in the Exchequer the number is 35, comprising 6 errors and appeals to the Exchequer Chamber, of which 2 are for judgment and 4 for argument. Only 1 rule appears in the peremptory paper and 21 in the special paper, of which 3 are for judgment and 18 for argument. There are only 7 new trial rules, 4 for judgment and 3 for argument.

The Chancery cause list has not yet appeared, as the Chancery Vacation does not terminate until the 28th inst. The new judge, Baron Pigott, we are informed will take his seat in the Court of Exchequer on the first day of term, and the new judge of the Court of Probate will sit on the following day at Westminster.

MR. WALKER MARSHALL, barrister-at-law, the author of a book on the Law of Costs, and for some years one of the reporters for the *Weekly Reporter* in the Court of Exchequer, has been appointed reporter to the Supreme Court of Calcutta, with a salary of £1,200 a year. We believe it is understood that the official reporters are to be allowed to practise.

SIR MORDAUNT WELLS having resigned the Puisne judgeship held by him in the Supreme Court of Calcutta, Mr. Henry Mills, Q.C., of the Norfolk Circuit, has been appointed to the office. Mr. Mills was Recorder of Buckingham, and this office, of course, becomes vacant by his promotion.

THE COMPANIES CLAUSES ACT, 1863.

One of the most important and creditable features of modern legislation is the gradual, and now wide, development of the principle common to all the various "Companies Clauses" Acts of recent years. So long, indeed, as joint-stock companies were under the ban of the law, and were regarded by the Legislature and the judges in the light of a nuisance, there was no great necessity for statutory models framed by systematic generalisation with the intention of being made suitable for universal adoption. When great trading corporations were comparatively few, each might well be left to constitute itself, and to arrange its internal machinery, as it thought fit. Indeed, until we had entered upon the second quarter of the present century, the materials were insufficient for the purpose of classification, and even if they were not so, it could not have been usefully effected without such experience as we have since obtained. It was in 1845—that memorable year of genuine law amendment which produced one of our most important Acts for reforming the law of real property—that Parliament first passed an Act which had for its objects the gathering together within the compass of one statute, and the exact and scientific expression of a number of such provisions relating to the constitution and management of joint-stock companies as were theretofore usually introduced into particular Acts of Parliament authorising the execution of undertakings of a public nature by such companies. The intention of the Legislature —as the preamble to the Statute informs us—was "as well for the purpose of avoiding the necessity of repeating such provisions in each of the several Acts relating to such undertakings as for insuring greater uniformity in the provisions themselves." The provisions of that statute were not made obligatory upon all companies which should afterwards be incorporated by Parliament, except so far as this (general) Act should be incorporated with the special Act of any company. The Act of 1845 contains a well-devised scheme of clauses relating to the distribution of capital, the transfer of shares, the non-payment of calls, borrowing powers, the consolidation of shares, general meetings, the appointment and proceedings of directors, accounts, dividends, &c., such as would furnish a prudent constitution and government for any ordinary company incorporated by Act of Parliament, while the Act also provides for varying or excepting any of its provisions in the special Act as might be thought desirable. It is, therefore, not surprising

that this Act should since have been almost universally adopted; and the amount of labour, expense, and litigation which have been saved to the public by it and the Lands Clauses and Railway Clauses Acts, of the same session is incalculable. The principles involved in these statutes have since been very usefully applied to particular groups of companies, *ex. gr.* gas companies and the like; and it has also found embodiment in the model deeds of settlement, scheduled in the Joint Stock Companies Act, 1856, and the Companies Act, 1862, which are intended to apply to companies, constituted under the provisions of these Acts respectively, unless excluded or varied. Our present concern, however, is only with the Act of last session, which is intended to apply to the same class of companies only as come within the provisions of the Act of 1845, with this addition, that whereas it extended only to companies carrying on undertakings in England or Ireland (there being another Act of the same session for Scotland), the Act of 1863 embraces the whole of the United Kingdom.

The object of this new statute is to carry the principle of consolidation still further than it was carried in 1845. Subsequent experience has shown that many additional clauses are common to companies' Acts of Parliament, and that it only needs one Act, once for all, to make them part of the statutory constitution of such bodies, and thus to save the necessity of the constant repetition of them in the special Acts. The Act of 1863, is divided, after the modern fashion of consolidation statutes, into distinct parts:—

Part I. Relating to cancellation and surrender of shares.
Part II. Relating to additional capital.
Part III. Relating to Debenture Stock.
Part IV. Relating to change of name.

The Act of 1845 contained no provision relative to the cancellation or surrender of shares. It is now enacted (Act of 1863, section 4) that forfeited shares may be *cancelled* if the directors are unable to realise by sale the sum due for calls, interest, and expenses; and section 9, that the company may accept surrenders of shares which have not been fully paid up; but (section 10) shall not pay money in respect of the cancellation or surrender of any shares.

Part II. contains regulations as to the creation and issue of new, ordinary, and preference shares, and new, ordinary, and preference stock, respectively; section 15 requiring that the terms and conditions to which any preference share or preference stock is subject, shall be clearly stated on the certificates.

Part III., which is the most important part of the Act, relates to debenture stock. It provides that, where any company within the statute is authorised to create and issue debenture stock, it shall be done in the manner prescribed by section 22. Debenture stock is to be a prior charge, and its interest is to have "priority of payment over all dividends or interest on any shares or stock of the company, whether ordinary, or preference, or guaranteed, and shall rank next to the interest payable on mortgages or bonds for the time being of the company, legally granted before the creation of such stock; but the holders of debenture stock shall not, as among themselves, be entitled to any preference or priority," (section 24). The provisions of sections 25 and 26 are somewhat extraordinary, and, we think, of doubtful policy; nor can they fairly be regarded as coming within the recital of the preamble as provisions "frequently introduced into Acts of Parliament relating to such companies." Section 25 provides:—

If within thirty days after the interest on any such debenture stock is payable the same is not paid, any one or more of the holders of the debenture stock holding individually or collectively, the sum in nominal amount thereof prescribed in the special Act, and if no sum is prescribed, then a sum equal to one tenth of the aggregate amount which the company is for the time being authorised to raise by mortgage, by bond, and by debenture stock, or the sum of ten thousand pounds, whichever of the two last-mentioned sums is the smaller sum, may (without prejudice to the right to sue in any court of competent jurisdiction for the interest in arrear) require the appointment in England or Ireland of a receiver, and in Scotland of a judicial factor.

Sec. 26 is as follows:—

Every such application for a receiver shall be made to two justices, and every such application for a judicial factor shall be made to the Court of session; and on any such application the justices or Court (as the case may be), by order in writing, after hearing the parties, may appoint some person to receive the whole or a competent part of the tolls or sums liable to the payment of the interest, until all the arrears of interest then due on the debenture stock, with all costs, including the charges of receiving the tolls or sums, are fully paid; and upon such appointment being made all such tolls or sums shall be paid to and received by the person so appointed; and all money so received shall be deemed so much money received by or to the use of the several persons interested in the same, according to their several priorities.

The notion of giving any two justices of the peace jurisdiction to appoint a receiver over the property of great companies, or, indeed, any companies, whether great or small, is simply absurd, except, indeed, that, if it were attempted to be carried into practice, it would be something far worse than absurd. Either it is intended to oust the jurisdiction of the Court of Chancery in such cases, or it is not; but, in either case, any attempt to obtain the appointment of a receiver by two justices must give rise, either directly or indirectly, to a conflict of jurisdiction with the Court of Chancery, or, at all events, to some very troublesome complications. The Act does not provide any machinery whereby the magistrates who appointed the receiver, or those who procured the appointment, could control him in his office. Indeed, there is no provision even for passing the accounts of the receivership, and, upon the whole, these two sections had far better have been omitted. Section 32 provides that—

Money raised by debenture stock shall be applied exclusively either in paying off money due by the company on mortgage or bond, or else for the purposes to which the same money would be applicable if it were raised on mortgage or bond instead of on debenture stock.

This provision raises the question, whether it may not be the duty of any person paying money to a company under the Act for its debentures to see to its application, or, at all events, to be satisfied that he has got no notice, actual or constructive, of its intended application to any other than the specified purposes.

Part IV. does not call for any comment.

Our readers will bear in mind that this Act is merely an extension of the Companies Clauses Act, 1845, and does not apply to companies which are not incorporated by Act of Parliament.

It in no way interferes with the provisions of the Companies Act, 1862, or of the statutory articles of association comprised in its first schedule.

COUNTY COURT PRACTICE.

III.

1. The garnishee clauses of the Common Law Procedure Act, 1854, have been found very serviceable in the superior courts; and the question very naturally arises why the powers given by these clauses should not be extended to the county courts. We confess we see no valid reason why these courts should not be enabled to order the attachment of debts to answer the judgments that they give. A debt is no more, and no less, property than goods and chattels; goods and chattels can be seized under a county court execution, and in like manner a debt ought to be made available. That the principle of our suggestion is sound, is, we think, too plain to need argument, nor do we see that there is any difficulty about carrying it into practice. Instead of the judge we would substitute the registrar to make the examination as to debts due to the judgment debtor

which can now be made under section 60 of the Common Law Procedure Act, 1854, and also to make the order for attachment under section 61. This order would, of course, be directed to the garnishee, and should bind the debt in his hands. The order should be something like a summons under the Bills of Exchange Act: it should direct the garnishee to pay the debt attached to the judgment creditor, with a warning that if he (the garnishee) disputed his liability so to pay the debt, he should be at liberty to apply to the registrar for leave to dispute the order, such leave to be given on his paying the amount of the debt attached into court, or upon an affidavit showing that there is a defence to the order on the merits, or that it is reasonable that the garnishee should be allowed to dispute the order. On giving leave the registrar would appoint that the order should be disputed at the first convenient sitting of the Court, and he should thereupon give notices similar to those prescribed by No. 190, County Court Rules. If leave were granted, the proceedings would go on as though it were a cause wherein the judgment creditor were plaintiff and the garnishee defendant; the costs being dealt with just in the same way as though it were an ordinary cause. If no application for leave should be made, or, if made, if it should be refused, then the order for attachment should operate as a judgment of the Court, enforceable by execution and commitment. Of course payment by the garnishee should discharge him in the same way as under section 65 of the Common Law Procedure Act, 1854.

2. We see no reason also why the *writ of injunction* given to the common law courts (s. 79, Common Law Procedure Act, 1854) should not be extended to the county courts. It often happens that a contract is entered into whereby a small business is sold, the contract for sale containing an agreement that the vendor shall not set up in the like business within a certain distance. After the vendee has parted with his money the vendor finds that he has made a bad bargain, or for some other reason he wishes to break through his agreement. Of course the vendee has his action on the agreement, but such an action is often not an equivalent remedy; and yet the vendee may be too poor to bring an action in the superior courts, under which he could get damages for the past breach of the agreement, and an injunction to protect him in the future. Why should not poor suitors get some such adequate remedy in those courts which have been erected for their especial benefit? We can think of no reason why, and in any future measure of county court reform we trust that this point will not be lost sight of.

3. On the same principle we think that a county court judge ought to have power, in an action of detinue, to order the *specific delivery* of the chattel sought to be recovered if the plaintiff claims it. Our readers are of course aware that the superior courts have this power under s. 78 of the Common Law Procedure Act, 1854. But in view of the limited powers of execution vested in the county courts, we would suggest that the specific delivery should not be ordered where the Court is satisfied that the article is lost, or otherwise cannot be rendered; and in those cases where it can be rendered, then that the rendering should be enforced by an attachment against the defendant's person.

4. We have frequently heard complaints made that the county courts have no power to compel an *arbitration*. This subject of arbitration goes to the whole trial, and we have therefore reserved it for the concluding part of our remarks. In favour of the notion of giving county court judges power to order an arbitration, we have, in private conversation, been pressed by the consideration that oftentimes a great number of suitors are detained whilst the judge goes through a complicated series of accounts on both sides; and it has been said, why not give the judge power to refer such a case to the registrar for him to wade through the same in chambers? We confess we see much reason in support of this suggestion; and yet we are scarcely able to say that we entirely concur in it. Would not it often tempt judges to shirk their work and thus deprive suitors of that superior administration of the law which ensues from its being public, and from its being transacted by a person whose position gives him influence? Then, too, how would the registrar be remunerated for his labour? The judge is paid by his salary to transact all the judicial business that comes before him; but the registrar's duties are chiefly of a ministerial nature. If judicial duties were thrown on him, he ought to receive some remuneration; and the question recurs,—where from? If, indeed, a trong case of convenience could be shown, it might not be unreasonable to say that such remuneration should be made out of the general funds voted for the county courts; but as yet such a case has not been shown. Still we know as a fact that it would frequently be a great relief to a county court cause list, if matters of mere account could be compulsorily referred. We know, too, that in practice the judges often put such pressure on the attorneys in a cause that they feel almost obliged to yield to a private reference, and this entails much more expense than an official reference would; and, on the whole, we are inclined to think that a power to compel a reference to the registrar of mere matters of account might wisely be given to the county court judges, the extra fee of the registrar to be fixed at ten shillings, and to be costs in the cause. Care would, of course, have to be taken to see how the experiment worked; and if the difficulties in its way can be overcome, we think it would be a great convenience.

The principle of enforcing arbitration laid down for the superior courts by sect. 11 of the Common Law Procedure Act, 1854, stands on a ground different from that which obtains in the class of cases we have just mentioned. The object of sect. 11 is to keep parties to their own agreements; and so, whenever the parties to a contract have (in the contract itself, *Blythe* v. *Lafone*, 7 W. R. 189) agreed to refer their existing or future differences to arbitration, then a judge is empowered to stay an action which may be brought in the superior courts in defiance of the contract. This power was required in order to meet the ruling in *Scott* v. *Avery*, 25 L. J. Ex. 308. But in the county courts there is no power to stay an action, although there may be an agreement to refer the subject-matter to arbitration. Why should the county courts be made the instruments to carry out the breach of an agreement? Why should a county court judge be powerless to refrain from assisting a man in the violation of an agreement to refer to arbitration; and then, perhaps the same day, have to give damages against the same man for that very violation? *Livingstone* v. *Ralli*, 3 W. R. 488. Surely this is a *reductio ad absurdum*. Arguments that may be weighty against giving county court judges power to refer, of their own mere motion, become of little consideration in those cases where the parties have themselves agreed to a reference. The mere agreement would show that the case is one that ought to be referred; the party willing to carry out the agreement ought not to be prejudiced by the vacillation of the other side; nor ought the county courts to be converted into engines to assist parties to fly from their reasonable engagements.

We apprehend there would be no difficulty in extending the principle of sect. 11 in the way we have suggested.

And now we bring to a conclusion our suggestions on county court practice. We have in former articles shown the deficiencies in the power to sue for legacies and shares under an intestacy; the want of the power to use an equitable defence; the want of machinery to meet the case of an action on a lost negociable instrument; and now we call attention to the matters contained in the present paper. There will, perhaps, be differences of opinion as to some of our suggestions; but, we think, that most of the alterations we have urged would be simple and useful reforms, resulting in convenience to

practitioners, and in the better administration of the law to the public.

*** A correspondent has kindly directed our attention to the 24 & 25 Vict. c. 66—an Act for enabling persons who are unwilling, from conscientious motives, to be sworn, in lieu thereof to make a solemn affirmation in criminal cases. This Act escaped the notice of the writer of the article on Testimonial Oaths in our last number. The difference, however, which it would have made therein would be only that conscientious persons who are neither Quakers, Moravians, nor Separatists, but who object to all oaths as unlawful, may be affirmed in criminal as well as in civil cases. An Act of last session (26 & 27 Vict. c. 85) in effect extends to Scotland the provisions of the 24 & 25 Vict. c. 66.

REAL PROPERTY LAW.

Right of Way.

Skull v. *Glenister*, C. P., 11 W. R. 368; *Pearson* v. *Spencer*, Ex. C., *Ibid.* 471.

The general words in a conveyance are rounded with a period so ample, that not only do they produce one of the best rhetorical effects to be found in the common forms, but are also of use in shutting out questions whether an easement or the like passes by the instrument. "Together with, &c., liberties, privileges, easements, advantages, and appurtenances to the said pieces or parcels of land and hereditaments, or any of them appertaining, or with the same or any of them now or heretofore demised, occupied, or enjoyed, or reputed, or known as part or parcel of them, or any of them, or appurtenant thereto," is a finish to the parcels which, embracing as it does not only legal but reputed appurtenances, may well exclude all such questions. But a demise by parol, and, almost without exception, a devise or bequest, have not this advantage. Hence arose the present cases. In *Skull* v. *Glenister*, trespass *quare clausum fregit*, a rule *nisi* was obtained in the Common Pleas for a new trial, on the ground of misdirection. The defendants had put in a plea justifying under a right of way; the circumstances being that they were lessees of a plot of ground which their lessors bought of the plaintiffs, and from which there was no way to the high road except by a road which the plaintiffs, as owners of a piece of building ground, including the plot, had newly made over a strip purchased by them for the purpose of opening a communication with the high road. Until this road was made there was no such communication. In the plaintiffs' conveyance to the lessors a right of way over this new road was granted, but the lease to the defendants was by parol, and was silent as to such right of way. At the assizes the judge in effect directed a finding for the plaintiffs, if there had been no assignment of the right of way in terms to the defendants. *Pearson* v. *Spencer* was the case of a bequest. The action was of a like character, and was carried to the Exchequer Chamber by appeal from the Queen's Bench, which had made a rule absolute to enter a verdict for the defendant. The testator was owner of a long term of years in two contiguous farms—one he kept in hand, the other he let. The way from the high road to the farm in lease was by a farm road which ran through the farm in hand, then skirted the fence of a field of the other farm for a short distance, and after re-entering a close of the first farm, finally led into the yard of the farm in lease. This farm, except where it abutted on the farm in hand, was surrounded by the fields of strangers. The testator bequeathed the farm in lease without making any mention of ways; and the question was what right of way the defendant, claiming under the bequest, had over the farm in hand, which was now the plaintiff's, and was the *locus in quo*. It was conceded that, as there was no access to the defendant's farm, except through the plaintiff's, the defendant had of necessity some right of way over it. The dispute was what the way should be.

The two cases were similar in the fact that the defendant had no access to the high road from the land in his occupation or ownership otherwise than by a way over the plaintiff's land, and that the trespass was committed in using the way. It is scarcely conceivable that under any rational system of law, a person in the situation of such a defendant, and claiming title either directly or indirectly under the plaintiff, should be debarred of all communication with the high road, which might be had by means of the plaintiff's land, although it may readily be admitted that there is room for controversy what the particular course of the communication ought in justice to be. Our law gives necessary incidents. It was resolved in *Liford's case*, 11 Co. 52a, that if a lessor excepts trees, he may enter and show them to a purchaser; if a man has a conduit in another's land, he may enter to mend it; if I grant you my trees in my wood, you may come with carts over my land to carry the wood. *Lex est, cuicunque aliquis quid concedit, concedere videtur et id sine quo res ipsa esse non potuit.* Accordingly in *Clark* v. *Cogge*, Cro. Jac. 170, it was held that if one sells land, and afterwards the vendee, by reason thereof, claims a way over the vendor's land, there being no other convenient way adjoining, the vendee may well justify the use thereof, because it is a thing of necessity. So *e converso*, if a man having four closes, sells three, reserving the middle one, and has no way but through one of the closes sold, he shall have that way, as reserved to him by the law. Another case of the same period, *Beudely* v. *Brook*, *ib.* 189, seems conclusive on the point raised in *Skull* v. *Glenister*. A defendant was seised in fee of the land over which the way was, and of other land, and by indenture bargained and sold to J. S. land in fee, with a way over defendant's land: J. S. let to the plaintiff the land for years, and the defendant disturbed him in using the way. The points for the defendant were, 1st, that the plaintiff did not show his deed of lease, and without a deed, the way passed not. 2ndly, that a lease was pleaded of land without express words of the way; but the Court held that when land was granted with a way, it was *quasi* appendant and a thing of necessity, therefore it passed with the lease without being expressed; and the Court took a difference between a way or other easement and common or profit *a prendre*, that, in a lease, while the common, not being a necessity, would not pass without a deed and express words, the way would pass, as the land could not be used without it. The Court of Common Pleas accordingly held that in *Skull* v. *Glenister* there had clearly been a misdirection; because if a right of way was appurtenant to the land, when the land were demised the right of way would pass by the demise. The reader, however, must be careful to distinguish such a right of way granted for the use and enjoyment of the land, and so appurtenant, from a right of way going beyond that object, and extending to the personal purposes of the grantee. In that case the right follows the law of a licence, and does not pass by assignment, much less by a parol lease: *Ackroyd* v. *Smith*, 10 C. B. 164.

It would appear from the principle of the reservation of rights of way by the law, that even had there been no grant of the right of way by the plaintiffs in *Skull* v. *Glenister*, the parties taking under the conveyance and their lessees by parol would have had a way of necessity, as it is termed, that is, a way by or in virtue of an implied grant from the plaintiffs. The difference would be, were there no grant, that a question might have been raised, as in *Pearson* v. *Spencer*, whether the way to be used should be that made by the plaintiffs, or might be any other way; and whether it should be selected by them or by the defendants. Those were the points argued in the latter case. It will be remembered that the way over the farm in hand, after reaching the fence of the farm in lease, skirted it, then turned into a field of the former farm, and returned to the yard of the farm in lease. Could the defendant claim any right of way beyond the spot where the way first reached his fence? This

question, on the law of a way of necessity, in *Pearson* v. *Spencer*, was passed by in the judgment, because the Exchequer Chamber affirmed the rule absolute from the Queen's Bench, on the ground that at the time when the testator made his will the way claimed by the defendant was the only way used to the farm in lease, which farm could not be enjoyed in the manner in which it had been enjoyed before the severance, unless with the customary way used when the testator was alive. The Court, referring to "Gale on Easements," considered that the right claimed came under that class of implied grants where there was no absolute necessity for the right claimed, but where, without it, the tenement could not be enjoyed in the same state as previously.

In a note by the editor, Mr. W. H. Willes, to p. 103 of the 3rd edition of Gale, two classes are deduced from the cases, the first, the class within which *Pearson* v. *Spencer* was brought; the second, where there is an absolute necessity, as in the cases above noticed from Croke. In the first class the editor considered that some cases of ways would fall which were *essential* to the enjoyment and use of those things which were the subject of the grant. The principle was the same as that on which things essential to the convenient enjoyment of a house had been held to pass with the house, as the use of a coal-shoot (*Hinchcliffe* v. *The Earl of Kinnoul*, 5 Bing. N. C. 1), although the coals might be brought in through the doors or windows. But the right of way so claimed, if essential, though not absolutely necessary, must be at least an apparent and continuous easement, *Glave* v. *Harding*, 27 L. J. Exch. 292.

In noticing *The North Eastern Railway Company* v. *Crosland* (Sept. 12th), on the law of support, we had occasion to commend the breadth of the rule enunciated from the Bench respecting the obligation of a man so to use his own land as not to render futile the purposes of a grant by him to another. Here, again, in the law of easements we perceive none of that narrowness of mind by the imputation of which it has been sought at all times, and on recent occasions in particular, to create political capital. On the contrary, not only does the law imply in a grant and attach to the land granted the easements which are absolutely necessary to perfect the grant, but also those which are essential to the enjoyment of the subject-matter according to the reasonable state in which it exists at the time. We venture to assert that, whatever specks or spots there may be in the system of our law, the same good sense is its general characteristic, and that the more diligently the principles of jurisprudence adopted by the judges are studied, the higher will the estimation of their character be raised, and the more firmly their reputation be vindicated.

Sale or Mortgage.

Gossip v. *Wright*, V.C.K., 11 W. R., 632.

"Once a mortgage, always a mortgage," is a maxim of equity well known to our readers. If the intention be to make a security, no contrivance however ingenious or provision however stringent in it can convert it into a sale. The primary relation of debtor and creditor cannot be changed by force of the manner of the pledge to secure the debt. But although a mortgage is in form a conditional sale, it must not be supposed that equity will give to such sale the effect of a mortgage, even though the sale be connected with previous advances to the vendor. Various cases, among which is the present, will serve as illustrations. In the present case, considerable sums of money had from time to time been advanced by the defendants or one of them to the plaintiff, for the purpose of recovering his moorland to cultivation by a process called "warping," that is, putting on the peat a thin layer of soil; and these sums had been secured by mortgages of the land and further charges on it. The whole amount thus secured was £37,699. A few months after the last of the securities was given, by an indenture reciting a contract for the absolute purchase of the property and all equity of redemption for £39,370, the plaintiff conveyed both to one defendant who had advanced the bulk of the secured moneys, and to whom alone, for some reason, the mortgages and charges had been executed. By a deed, made the day previously to the indenture, the plaintiff's plant was assigned to the same defendant in consideration of £2,630, making altogether £42,000. Contemporaneously an agreement was executed between these parties, giving power to the defendant to improve the part still uncultivated of the moor; and providing that, whether he did so or not, the plaintiff should have a right of re-emption at any time within six years, on payment of the £42,000 with interest and all expenses of warping. After the expiration of the six years, the time was extended two years, but the plaintiff did nothing under his right of repurchase. He afterwards filed a redemption bill, denying his intention to convey the equity of redemption, and alleging that the deeds were intended to be only a further security. The defendant, the purchaser, swore the contrary. Kindersley, V.C. held that, on the question of intention, the transaction, on the face of it, and the balance of the evidence, was a purchase. With respect to the law, "no doubt as a broad rule the Court would not allow parties to a transaction, by a contemporaneous instrument, or something which the Court would regard as a simultaneous transaction, to cripple the right of redemption; but it would allow a subsequent transaction, by way of sale or giving up the equity of redemption."

This principle is founded on a case decided in 1706 by the House of Lords, affirming a judgment of the Exchequer (*Ensworth* v. *Griffiths*, 5 Br. P. C. 184), where the mortgagor released for value the equity of redemption, and at the same time took from the mortgagee a note that, if the mortgagor should within a year pay a certain sum, being equal to the original mortgage money and to the consideration for the release, the mortgagee would reconvey. It was decided that this was an original agreement, and did not operate as a defeasance of the release, or raise a new equity of redemption. But the relation of purchaser must be consistently maintained; for in a case where, after a release made of the equity of redemption, in consideration of an amount made up of the mortgage money and a further sum, accompanied by a right to repurchase within two years, agreements were, during the course of that time, executed between the parties empowering the grantee to repair and deduct the amount from the rents, and restricting the right of repurchase until repayment also of certain moneys laid out by him in repairs and of a further advance made, one of which agreements spoke of the property as standing in mortgage, Sir William Grant decreed redemption, *Sevier* v. *Greenway*, 19 Ves. 412. Upon the principle of *Ensworth* v. *Griffiths*, Lord Brougham, in an appeal from Sir John Leach (*Davis* v. *Thomas*, 1 Russ. & M. 506), refused to treat as parts of one conveyance the instruments by which a man mortgaged his estate and two years afterwards conveyed it to the mortgagee, and then, upon taking a lease three months subsequently from him, caused to be endorsed on the lease a power to repurchase on certain terms. This power was held to be an indulgence; and, moreover, time was allowed to be of the essence of the contract.

The practitioner, in applying the principle in question, will bear in mind the peculiar liability of such transactions to the imputation of pressure; and therefore will be careful that the sale is so conducted, that evidence of the mortgagor's assent, under proper and independent advice, be forthcoming at any future time.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Goulburn.)

Oct. 17.—*Re Kimberley.*—The bankrupt formerly carried on business as a solicitor in Old Broad-street. This was a sitting for proof of debts.

An offer having been made for the settlement of the debts

of the petitioning creditors, the matter stands adjourned until the 30th inst. to afford time for carrying the pending arrangement into effect.

Oct. 19.—*In re G. R. Corner.*—This was an application by the bankrupt, Mr. G. R. Corner, solicitor, of Southwark, for leave to surrender under his bankruptcy, and for the appointment of a day for him to come up for examination and discharge. The bankruptcy in this case occurred several months since; and adjournments had been from time to time taken in consequence of the bankrupt not having filed the necessary accounts. On the last occasion the bankrupt did not appear, and, in the absence of any reasonable excuse for his non-attendance, he was adjourned *sine die* without protection. Subsequently an affidavit was produced by Mr. Butler of Tooley-street, which showed that the bankrupt's non-attendance had arisen out of a mistake in the day appointed for the meeting. Unfortunately Mr. Corner's arrest had, in the meantime, been effected at the instance of a creditor; but, upon learning the facts, the detaining creditor at once gave the bankrupt his release.

Mr. *Butler*, who stated that he was formerly Mr. Corner's articled clerk, appeared in support of the application.

Mr. *Hawkins*, of Boswell-court, for the assignees, did not oppose.

His Honour granted the application, observing that, what had transpired, showed that the bankrupt's default had been quite unintentional.

Oct. 20.—*In re Henry Jacobs.*—Mr. *Robertson Griffiths* opposed the bankrupt's application for release from custody on behalf of Mr. Spyer, solicitor, Broad-street-buildings.

It appeared that the bankrupt had been a clerk in Mr. Spyer's employment. A sum of £28 was entrusted to him in that capacity, and he misappropriated it. The present petition was in *formâ pauperis*.

Mr. *Nicholson* supported the bankrupt.

His Honour granted the release—he being of opinion that the case had not been sufficiently brought within the 112th section of the Act.

Application granted.

Oct. 22.—*In re Herriott.*—The bankrupt was a publican, of Stainsley-road, East India-road.

Mr. *Ring*, on behalf of the petitioning creditor, asked for an order on Mr. Aldridge to refund the sum of £16 received out of this estate, on the ground that the costs of the solicitor to the petition should first be paid.

His Honour inquired if the bill had been sent in at the proper time and taxed; and being answered in the negative, said that he could not entertain the application, the solicitor having chosen to go to sleep over the matter. It was probably owing to Mr. Aldridge's activity that anything had been realised to the estate. He was not, as Mr. Ring had called him, the crown solicitor, but the solicitor appointed by the Lord Chancellor to act for the official assignee in cases where no trade assignee was chosen, and the appointment was a most fortunate one for the ends of justice.

Mr. *Ring* wished to have his Honour's decision as to whether Mr. Aldridge was entitled to his costs prior to those of the solicitor to the petition being paid.

His Honour said he would determine that question when it came before him. He was clearly of opinion that Mr. Ring ought to take nothing by his motion; he should therefore dismiss the application with costs.

JUDGES' CHAMBERS.

(Before Mr. Justice Byles.)

Oct. 16.—An application was made to remove a plaint from a county court to one of the superior courts, in an action brought to recover £1. The application was resisted on the part of the plaintiff. The question was, as to an overcharge by a railway company for the carriage of some coals, and on the part of the company it was stated that some questions of law and fact would arise, and that it was necessary to remove the cause. Mr. Justice Byles expressed his disinclination to grant such an application where only the sum of £1 was in dispute. On the part of the company a sum was offered by way of deposit to secure the plaintiff his costs, and on his behalf it was stated that he was a poor man, and could not go into a superior court.

Mr. Justice Byles.—"In mercy to both, I refuse this application."

The application was accordingly refused.

Oct. 20.—Application was made to-day on the part of Mr. Thomas Joseph George, solicitor, of James-street, Adelphi, for a writ of *certiorari*, to remove the indictment against him for an indecent assault on a young woman, from the Middlesex Sessions to the Court of Queen's Bench.

After some discussion his Lordship granted the application, and ordered the defendant to enter into his recognizances in £200, and to find bail in two sureties of £100 each.

MIDDLESEX SESSIONS.

(Before the Assistant-Judge.)

Oct. 20.—The case of Mr. Thomas Joseph George, solicitor, who stands charged with an indecent assault on a young woman, was again brought before this Court to-day on the application of Mr. Sleigh that the depositions of the prosecutrix might be laid before the grand jury, on the ground that the prosecutrix was kept out of the way by the procurement of the defendant or his friends.

The Assistant-Judge thought it highly inexpedient that the depositions should go before the grand jury in the present stage of the matter, and ordered that the recognizances should be enlarged to the next session.

GENERAL CORRESPONDENCE.

Status of Managing Clerks.

I have read the admirable article upon this subject in the *Solicitors' Journal* of the 26th ult., upon which the following remarks occur to me:—You speak of the complaint made by one of your correspondents of the injustice of the regulation for a preliminary examination for ten-year clerks as a misconception of the provisions of the Act, and quote the language of your correspondent, that "the Legislature has enacted that a clerk of ten years' standing shall be in the same position as the man who has taken his degree and be articled for three only instead of five years," whereas the Law Institution subjects the ten-year men "to a preliminary examination from which the University graduate is exempt," as a proof of your correspondent's misconception of the Act. Now, no doubt the provisions in the Act as to three years' service are independent of the 8th section, under which the preliminary examination has been established; but what I contend is, that the intention of the Legislature that the ten-year clerk shall be in the same position as the university graduate as regards length of service, is practically defeated by subjecting him to an examination from which the university graduate is exempt, and which must occupy him at least the difference in time of two years before he can make himself competent to pass it (if, indeed, he could accomplish it at all), for the only time a managing clerk can devote to the study of the languages and the other subjects, is an hour or two after business, and not always even that time; for, if he has (as I have) the cares of a family, he will find it sometimes impossible to snatch an hour at home for study at all. Your remarks as to the proper object of the examiner, are most just—viz., that he should see that the candidate had as much information upon the subjects as might fairly be expected from an English gentleman; but I am afraid this is about the last thing the examiners think of, for I know, for a fact, that they put such catch-questions as are most likely to entrap the candidate, and, although a man may know the rules of grammar, and be able to speak and write correctly, yet he is very likely to fail in answering some of these catch-questions. I submit that no preliminary examination is necessary as regards ten-year clerks, who could not retain their position unless they were men of education, and that the true test of their intellectual fitness for the profession (which is supposed to be the object of the preliminary examination) is to be found in the fact that for ten years they have held a position of importance in a solicitor's office, discharging duties which, if they did not possess a cultivated intellect, it would be impossible for them to discharge. In any event, to subject these gentlemen to an examination which must send them back to school on many matters of detail, and, in order to make themselves proficient in a language, is quite an absurdity, and will, I hope, through your kind assistance, be abolished.

Oct. 20th. A Ten-years' Clerk.

Probate Court Practice.

All your readers will thank Mr. Fache for his excellent letter in your last week's journal. Although it is very annoying, yet I am amused at the vagaries of the clerks of the Probate Office. I will give you an instance which happened to

me last week. I had to prove a will for an executrix, who was the widow of the testator. Now, having before me the case of "In the goods of James Morgan, deceased," 11 W. R. 749, I merely described the executrix as a "widow." The clerks at the Probate Office objected to receive the affidavit on the ground that she should have been also described as the "lawful relict of the deceased." Now, will it be believed that on the 15th May, 1863 (as per the above case) the clerks at the Probate Offie objected to receive an affidavit of an executrix who was the testator's widow, on the sole ground that it contained the following words in addition to the description of widow—viz., "the lawful relict of the deceased," and that in October of the same year the same clerks refused to receive an affidavit by an executrix, who was the testator's widow, on the ground that it did not contain the words, "the lawful relict of the deceased." Am I not right, therefore, in saying that the vagaries of these gentlemen, although annoying, are calculated to cause considerable amusement?

Every professional man can add many such instances. Ought we not to endeavour to prevent these gentlemen from causing us so much trouble by their senseless objections by appealing to the registrar or the judge?

89, Chancery-lane, Oct. 17th. G. W. GREENWOOD.

Audi alteram partem. I have practised in the Probate Court from its first establishment in 1857, and have transacted a tolerable business there. My last business was the proving of a will where the property was considerable, and the executors were four in number. My papers were left, with the engrossment of the will, for examination on Thursday; the probate had passed the seal and was delivered out on the following Tuesday.

Can delay, therefore, be attributed in all cases to the routine of the Court? I think not. W. P. WILLIAMS.

116, Adelaide-road, N.W.

October 20.

LEASE—DEFECTIVE COVENANT TO PAY RENT AND HERIOTS.

The question lately put (*ante*. p. 849) by one of your correspondents as to a defective covenant, is not, as it seems to me, satisfactorily disposed of. A few words may, I think, at least be added to the views already expressed by some of your correspondents, bearing upon the legal aspect of the question. Your readers will, I trust, regard this letter as written deferentially to the views already expressed on this subject. The matter is of some practical importance or I should not feel at liberty to address you.

The omission in the covenant is not, as I apprehend, material. Assuming, however, that I am right in this, the fact should not be regarded as a licence to carelessness. The reddendum being, as it appears, correct, this coupled with the covenant in question is a sufficient indication of what is intended. It cannot, I think, be assumed that a landlord—who has the *jus disponendi*—did not intend to let his land upon other than usual terms. No particular words are, as is well known, necessary to a covenant, except that matter of agreement does not amount to a covenant when not under seal. The land in question was, I suppose, let upon terms to pay rent and heriots, and this sufficiently appearing by the lease it contains, as I apprehend, an adequate covenant. It is somewhat difficult to conceive how any doubt could have arisen on such a question, in a case where the terms of contracts are explicitly stated.

I need hardly say that if any difficulty really existed, and the case warranted the expense, a court of equity would reform the lease. As a general rule it is not, I believe, usual for courts of equity to imply omitted words, but, having regard to the intention of the parties, it would not, as I apprehend, hesitate to do so. A covenant to pay the rent reserved by the lease scarcely seems to be necessary, and I should like to know its origin. It originated, as I suppose, in a desire to show the covenants on both sides, and so far, no doubt, serves a useful purpose. In your correspondent's case it certainly does seem to be something like a useless appendage, as it simply refers to the rent and periods of payment in the most general terms imaginable. It is, I see, judiciously pointed out by one of your correspondents, that the insertion of the usual covenanting words would not contradict the manifest intention of the parties. Students who may read this letter will please to bear in mind that a distinction is made between express covenants and implied covenants, since the former are construed more strictly. The authority for this is *Sherbrich* v. *Salmand*, 3 Burr. 1639. It should also be borne in mind by students that a covenant falls with the estate or interest in respect of which it is created.

3, Compton-street. Oct. 19. J. CULVERHOUSE.

RIGHT TO TIMBER.

I beg to refer your correspondent "Z" (p. 894) to the case of *Holder* v. *Coates*, Mood. & Malk. 112, where *Waterman* v. *Soper* (mentioned by your correspondent "J. N" (p. 907), and the other previous cases are noted and commented on, and the latter to a great extent, if not entirely, overruled. See also "Woodfall's Landlord and Tenant," 7th edition, p. 458.

W. T.

The question put by your correspondent Z. is one that not unfrequently arises, and is of some practical importance. The case, as put by Z., implies that the ownership of the fence does not go exclusively with either farm, and, if that be so, I think the decision in *Waterton* v. *Soper*, 1 Ld. Raym. 737, applies, and that the timber belongs to the owners of both as tenants in common. If, on the other hand, it can be shown that the fence, or that part of it where the timber is planted, belongs to one of the farms exclusively, then that case does not apply, but *Holder* v. *Coates*, Moo. & Mal. 112, 2 Selw. N. P. 1297 (12th ed.) does, and the timber would belong to the person who owned the land, although the roots extended into the neighbouring land. Where the origin of a wall or fence between adjoining lands is unknown, the presumption is that it, together with the land on which it stands, belongs to the owners of the adjoining lands as tenants in common; but it has been held that where a party wall was built at the joint expense of the two adjoining proprietors, and half its thickness stood on the land of each, the property in the wall follows the land on which it stands, in which case the two proprietors are not tenants in common of the wall, but in contemplation of law it constitutes two distinct walls: see *Murley* v. *M'Dermot*, 8 Ad. & E. 138. The law upon which Z.'s question depends, is, therefore, clear enough, and any difficulty in applying it must arise from the facts. But even in point of fact there ought to be no difficulty. Where the origin and ownership of the fence is unknown, timber growing upon it would belong to the proprietors of the adjoining lands as tenants in common. Where the ownership of the land is known, the timber goes with it.

M. A.

PROVINCES.

TORQUAY.—The magistrates of this town have caused great commotion in the wholesale wine and spirit trade by initiating a change in the practice of licensing wholesale dealers in distilled liquors. Hitherto to such traders, an ordinary publican's licence has been granted, to enable them to sell small quantities to be drunk on or off the premises. The Torquay bench have declined to grant any licences except to *bonâ fide* hotel or inn-keepers who have accommodation for the entertainment of guests, and use their houses for that purpose. They ground their decision on the presumed intention of the legislature, as disclosed in an act passed last session. Against this alteration of the ordinary practice an appeal is lodged, and the case will be fully argued at the ensuing quarter sessions.

STAMFORD.—On Saturday, the 18th instant, the sessions for this borough were opened by the learned recorder, FREDERICK FLOWERS, Esq., who, in the course of his charge to the grand jury, after referring to the treatment of our convicts and the sources of crime, alluded in some very pertinent remarks to the subject of the dwellings of the poor, particularly in the agricultural districts, and expressed an opinion that many of the offences with which he had to deal might be traced to ill-ventilated and overcrowded dwellings, causing immorality and other vices. He alluded also to the destruction of cottage property, the consequence of which was that the daily labourer in returning to and from his work had either to traverse distances of three, four, and five miles, or to sleep in the open air. As his Honour's remarks will be read with interest by all those interested in tracing the sources of crime, we append an extract from his Honour's charge:—Two subjects have lately much occupied the public mind—namely, our *convict system* and the *dwellings of the poor*. The report of the Royal commissioners, in particular, in reference to the former deserves attentive and serious consideration, but I do not think more so than the discussions that have taken place as to the latter. In consequence of the original deficiency, and, what is far worse, in consequence of the destruction, of cottage property in many parts of the kingdom, a very large number of our

labouring population are not only compelled to live in overfilled, over-rented and badly ventilated dwellings, but in dwellings situated too far from the place where they work. There are many, very many, cases where labouring men walk four, five, and six miles to their work, and, of course, as many home again; are seldom seen by their wealthier neighbours, because they leave too early and return too late, while on Sunday they are too worn out to do much more than sleep and, perhaps,—is it cause and effect, think you?—*to drink*. Surely it will not be denied that the want of proper accommodation both in town and country for our poorer brethren is a fruitful source of immorality,—in the country gives an impulse to poaching, and so by steps leads on to crimes of deeper die. It is right to build churches; it is right to build schools;—but these institutions cannot effect the amount of good they are so calculated to produce unless those, whose duty it is, take care that it shall be the poor man's *own fault* if he be not clean, decent, comfortable, cheerful, and therefore happy, within the four walls of his own home. Were this generally the case now our legislators might go to work with better heart and clearer consciences to consider the best mode of punishing offenders against the law, and solve what an eloquent writer has termed the "unfathomable convict problem."

SUNDERLAND.—At the last general meeting of the Sunderland law students' society, a report was read by which it appeared that the society consisted of forty-nine members (including honorary members). The society meets weekly for the discussion of moot points, or subjects of a legal character. The report mentions that the society takes in the *Solicitors' Journal*, as the weekly publication suitable to law students. Two papers have during the past year been contributed to, and read before the society:—One "On Bonds, as a collateral security to mortgages, in former times;" and another "On Bills of Sale." Several chapters from Williams "On the Law of Real Property," Smith's "Action at Law," Stephen's "Blackstone's Commentaries," and other works have also been read and discussed by the society at its ordinary meetings. We are indebted to Mr. T. W. Graham, honorary secretary, for a copy of the report, (which is in print) and congratulate the society on its decided success hitherto.

WAREHAM.—Mr. Freeland Filliter, Solicitor, was sworn into the office of Mayor of this town on the 20th inst. Mr. Filliter is registrar of the county court, and holds several other important offices in connection with the town.

REVIEW.

A Handy Book of the Game and Fishery Laws: containing the whole law as to Game, Licences and Certificates, Poaching Prevention, Trespass, Rabbits, Deer, Dogs, Birds and Poisoned Grain, throughout the United Kingdom, and Private and Salmon Fisheries in England; systematically arranged: with the Acts, Decisions, Notes, Forms, Suggestions, etc., etc. By GEORGE C. OKE. Second Edition. Butterworths. 1863.

Mr. Oke has written, or rather compiled, some useful books relating to Criminal Procedure, with which his position as assistant-clerk at the Mansion-house has made him very familiar. The little work now before us was no doubt intended to belong to the same class, and so far as it *does* belong to it, is a very useful manual. Mr. Oke, however, like other legal gentlemen who are fond of producing books, can hardly resist the pleasure of travelling sometimes beyond his proper *specialité*. Indeed, it is a misfortune that such abundant materials suitable for this thriving manufacture exist on all sides, for the temptation to use them, or rather to *appropriate* them, without much regard to their consistency or present value, seems to be too strong for the generality of those who make our legal manuals, Mr. Oke among the number. He is not satisfied with a convenient arrangement of the several Acts relating to the Game and Fishery laws, with such practical notes appended as his experience, or the reports of cases, might suggest; but he has here and there stuck in, like so much Mosaic work, bits from other text-books, by way of making his own book more intelligible and complete. In this attempt we can assure him that his success is much more apparent than real. Even a cursory perusal of some of these passages is sufficient to show that Mr. Oke inserted them without well understanding what he was about, and that his attempt to post up the law contained in the decisions reported since the first edition, only serves to reveal more strongly the perfunctory manner in which these little borrowed dissertations were incorporated into the original text. It is only fair that we should give an example, and here is one from Ch. 20, p. 283:—

"Before giving the enactments which relate to the criminal proceedings and penalties for injuries to private fisheries, we would give some brief remarks on the several kinds of fisheries. When the lord of a manor hath the soil on both sides of a river, he hath the right of fishing: the owner of the soil of a private or fresh river, hath a separate or several fishery; and he that hath a *free fishery*, has a property in the fish. There are three sorts of fisheries and piscaries: 1, free fishery; 2, several or separate fishery; and 3, common of piscary. A *free* fishery is an exclusive right of fishing in a public river, and is a royal franchise. A *several* fishery is *an exclusive right of fishing in the soil of another*, and it appears to be the better opinion that a person can have this kind of fishery without being also owner of the soil, as by a grant immediately from such owner."

Now, to our mind, it would have been more judicious for Mr. Oke to have spared these "brief remarks," since they are extremely inaccurate, and, indeed, on one point, self-contradictory. To show fully how inaccurate they are, would require at least ten times as much space as that in which Mr. Oke has disposed of the whole subject. We shall, therefore, confine ourselves to the contradictions that appear upon the very face of this short extract. Having told us that "the *owner of the soil* of a private or fresh river hath a several or separate fishery," he afterwards defines a several fishery to be "an exclusive right of fishing *in the soil of another*," and he goes on to add the further implied contradiction: "and it appears to be the better opinion that a person *can* have this kind of fishery without being owner of the soil, as by a grant immediately from such owner." As an authority for the last proposition, reference is made to the recent case of *Marshall* v. *The Ullswater Steam Navigation Company*, decided in March last by the Court of Queen's Bench, the point in which it is hardly necessary to say, Mr. Oke has wholly missed. The question was there very much discussed, whether the ownership of a several fishery in a lake *primâ facie* imported the ownership of the soil, and this was decided in the affirmative; but it was treated as unquestionably clear, and as having been always entirely free from doubt, that the ownership of a several fishery, and of the subjacent soil, might or might not be united, and that the two had no connexion except accidentally. But all that we are at present concerned with is to show that Mr. Oke not only contradicts himself in these definitions, but that they are all wrong in so far as they proceed upon the assumption that the essential difference of a several fishery depends upon the ownership or non-ownership of the soil beneath it. It might, perhaps, be excusable in Mr. Oke to make such mistakes on a subject that belongs peculiarly to the domain of real property lawyers, but he ought to be correct on any point coming within the proper boundaries of criminal jurisprudence. He tell us, "he that hath a free fishery hath a property in the fish." Does Mr. Oke, as a criminal lawyer, mean to say that he that hath a *several* fishery hath no property in the fish? If the passage we have just quoted means anything, it means this; but we need hardly say that such a statement would be the very opposite of what the law really is. Have we not said enough, to show that Mr. Oke should eschew these little essays on subjects that do not lie within the scope of his learning. He may be assured that they cannot be taken from other authors on trust, without, at least, some careful consideration.

Taking into account this drawback, which is increased rather than diminished in this new edition; and advising our readers to exercise due caution whenever they come across one of these little mosaic disquisitions, we can nevertheless recommend this manual as one of practical utility to country practitioners, who require information on the subject of the Game Laws, so far as they involve criminal law.

COLONIAL TRIBUNALS & JURISPRUDENCE.

INDIA.

TENANT-RIGHTS.

CALCUTTA.—The High Court has given a second decision on the subject of the rent difficulties in Bengal, but it has not yet been published. From the fact that the Hon. Sumlonath Pundit and Mr. Kemp, the last of the civilian judges, sat with the Chief Justice, and entirely concurred in the decision, it will probably carry weight with all parties. Mr. Hills, the most compliant of all the planter landlords, it will be remembered, applied to a native judge to increase the rent of his

tenants to a fair and equitable amount under Act X. of 1859. The judge did so, and the tenant appealed to the Superior English judge, Mr. E. Jackson, who reduced the increased rent to 3s. 4d. an acre. Mr. Hills appealed to the High Court, and Sir B. Peacock, sitting with a civilian judge, declared he thought Mr. Hills's claim of 6s. an acre fair and legal, and remanded the case. Again Mr. E. Jackson gave a decision for less than his former judgment, and showed so evident a bias against the landlord that when Mr. Hills again appealed against the case the High Court passed some severe strictures on the lower Judge, who is now on the High Court Bench. In this second appeal Mr. Hills declared he was so utterly wearied by such litigation that he would be content with 6s. rather than see the case again remanded to courts where such conduct was possible. Accordingly, in a most elaborate judgment the High Court has given Mr. Hills his 6s. an acre, and told him he would have got more had he asked for it.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

Hunting Noxious Animals—Trespass.

The Imperial Court of Nancy a short time since gave a judgment deciding a point of law respecting the right of Government agents to organize battues for the destruction of wild boars and other noxious animals in woods belonging to private persons, without first obtaining the owner's consent. It appeared from the statement of counsel that in December last the Mayor of Flabas (Meuse) wrote to the sub-prefect of Montmédy, complaining of the ravages caused in his commune by the wild boars which infested the neighbouring forests, and requesting that battues might be organized for their destruction. The sub-prefect transmitted the letter to M. d'Egremont, master of the wolf hounds for that district, who was soon after authorised by the Prefect of the Meuse to make 30 battues in the said district, between the 17th of December and the 1st of May following. The battues accordingly took place in the communal and Government forests, but on one occasion, on the 12th of March, M. d'Egremont, with his men and hounds, entered the wood of Caures, near Flabas, the private property of the Countess d'Hoffelize. The Countess's gamekeepers immediately drew up a *procès verbal* of the trespass, and M. d'Egremont was cited to appear before the Correctional Tribunal of Montmédy, which, after a careful hearing, dismissed the complaint. Against this decision the countess now appealed, on the ground, first, that wild boars were not included among the noxious animals which it was M. d'Egremont's duty to destroy, and, secondly, because the battue in question had not been legally authorised. Her counsel argued that the prefect had exceeded his powers in ordering 30 battues at once, and that every battue required a separate order. The counsel for the defendant maintained on the contrary, and quoted numerous judgments in support of his opinion, that wild boars were included in the category of noxious animals, and that his client could legally hunt them in private woods when duly authorised by the prefect. The Court, taking this view of the case, dismissed the appeal, and condemned the Countess d'Hoffelize to pay all the costs.

GERMANY.

At the late congress of German political economists at Dresden, the following, amongst other subjects, were brought under discussion:—

Co-operative Societies.

Herr Schulze-Delitzsch, the well-known Prussian Liberal leader, gave a most gratifying account of the development of these societies, of which he is the founder. We, last year, (*S. J.*, vol. 6, p. 829), gave an account of the nature and organisation of these societies. According to the report of Herr Schulze, there were at the end of last year more than 500 Vorchuss Vereine (loan and credit societies) in full operation, and that the number has since considerably increased. From 243 of these societies Herr Schulze had received balance-sheets. The gross totals were, for the 243 societies—less than one-half, it will be observed, of the number in existence—69,202 members, to whom the societies had advanced in the year 23,674,261 thalers, or more than £3,500,000 sterling, for which an interest varying from 6 to 10 per cent. was paid. The net profits for the year, after payment of 275,000 thalers, or £41,000, interest on the sums borrowed by the societies (the amount of which at the end of the year was 3,441,033 thalers, or more than £500,000 sterling), and of costs of management (about 100,000 thalers, or £15,000)—were 105,278 thalers, or nearly £16,000, which was divided amongst the members in proportion to thier shares in the society. The amount of these shares—that is to say the capital already accumulated in a short time by the members of these 243 societies—was 1,200,000 thalers, or £180,000. They had besides a reserve fund of 132,893 thalers, nearly £20,000; and the deposits of savings, chiefly from the members, in the hands of the societies, and upon which they pay interest, amounted to 2,747,577 thalers, more than £412,000 sterling.

Limited Liability.

The Congress repudiated the principle of limited liability, and against which they protested in the strongest manner; they look upon it as little less than a swindle.

Patent Laws.

In Germany the present patent laws are in the highest degree unsatisfactory. They pretend to offer a protection which they do not really give, and thus there is a loud demand for an effective and general patent law. Against this demand the economists step into the field. The resolution proposed by Herr Prince-Smith, member for Stettin, declaring all patents wholly indefensible, was adopted by a large majority. It is a remarkable coincidence that the German lawyers and economists should have come to the same conclusion on this subject as Sir Wm. Armstrong, and many other persons in this country who have recently been discussing it.

Joint Stock Banks.

In Germany private banks (joint-stock undertakings)—private as opposed to the government banks—can only be established with the consent of the Government, and are subject to a variety of the most embarrassing and absurd restrictions. The congress unanimously declared that Government concession ought no longer to be necessary for the establishment of a bank. It also declared that banks established upon the principle of unlimited liability ought to have unlimited freedom of action, that it should be optional for them to undertake any or all branches of bank business, to issue notes, and issue as many as they pleased, that is to say, as many as the public would choose to take. But, on the other hand, the congress resolved that banks claiming the advantage of limited liability should be subject to certain restrictions, such as the limitation of the amount of the issue of notes, the maintenance of a proportionate sum in cash, and of bills to meet them, the publication of the accounts, and the penalty of bankruptcy upon the first failure to cash a note presented for payment.

The Law of Settlement.

Another question which came under the consideration of the congress was *Freizügigheit*, or the right of a man to settle where he will. At present this natural right is sadly hampered in Germany. If a man in search of work presents himself in a town which is not that of his birth he will often be sent away, not because he has become chargeable to the town, but because he may possibly become so. To enter into the details of this interesting subject would occupy too much space, but the congress passed the following resolutions on the subject, which sufficiently, in their recommendation of remedies, explain what the existing evils are. The resolutions are as follow:—That every person, to whatever parish, land or nation, he may belong, shall be permitted to take up his residence in any place he pleases, and pursue any trade or labour in itself allowable; to marry, and establish a family, and to acquire landed property; that this right shall not be confined to natives or made dependent upon reciprocity or entrance money, or any other burdensome and restrictive conditions; that the permission to take up residence is not to confer in itself *Heimath=noch Gemeinde=Bürgerrecht* (a settlement), or the freedom of the town; that a settlement shall be acquired by any person dwelling in a parish for three years without intermission, and not becoming chargeable to the public poor administration; that in the right of residence the right of carrying on a business or a handiwork is included, so that the last right is not to be made dependent upon the previous requisition of citizenship of the state or the town, or of a settlement either in the place or the country in which the business is carried on; and that the right to marry shall be dependent only upon the fulfilment of the stipulations of the general civil law determining the marriage law, and not be made conditional upon the assent of the parish in which the settlement is, nor upon the examination and consent of state or police authorities, nor upon the preliminary proof of the means of sustaining a family nor the acquisition of state or commercial citizenship, nor any other burdensome and restrictive conditions.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

LECTURES, 1863-64.

Three courses of lectures will be delivered in the Hall of the Society on Monday and Friday Evenings in the months of November, December, January, February, and March next, at eight o'clock precisely.

CONVEYANCING LECTURES by J. NAPIER HIGGINS, Esq., Barrister-at-law.

1. Introductory.—The different methods of studying the Law of Real Property.—The things which constitute Realty.
2. Tenures.—Estates and Interests.
3. Uses and Trusts.
4. Powers.
5. The Law of Descent.
6. The Contract of Sale.
7. The Conditions of Sale, Abstract, &c.
8-9. Ordinary Conveyances of Freeholds.—The Land Registry Act.
10. Copyholds.
11. On the Status of Persons in regard to Title and Conveyancing.
12. Miscellaneous Points.

COMMON LAW AND MERCANTILE LAW LECTURES, by WILLIAM MURRAY, Esq., Barrister-at-Law.

On the Law of Contracts.

1 and 2. The different kinds of Contracts—
- I. Contracts of Record.
- II. " under Seal.
- III. " not under Seal.

When a Contract must be in Writing, When in Writing under Seal, and When it may be made Orally.—The consideration necessary to a Valid Contract.

Rules for Construing Written Contracts.

3 and 4. Contracts with Particular Persons—
- I. Lunatics.
- II. Infants.
- III. Married Women (see 20 & 21 Vic., c. 85, §§ 21 & 26).
- IV. Bankrupts.
- V. Agents.
- VI. Joint-stock Companies and other Corporations.

5 and 6. The Subject-matter of Contracts—
- I. Contracts respecting Real Property.
- II. " " Personal Property.
- III. " " the Person.

7. Void and Illegal Contracts—
- I. At Common Law.
- II. By Statute.

8 and 9. Parties to Actions on Contracts—who may enforce, and who is liable on, a Contract in the lifetime and after the death of the Contracting Parties, and herein of Covenants running with the land (*Spencer's Case*; 1 *Smith's Leading Cases*).

10 to 12. The usual Defences to Actions on Contracts.—Rescission before Breach.—Performance by Payment or otherwise.—Satisfaction after Breach.—Release.—Bankruptcy of Defendant (see 24 & 25 Vic., c. 134, §§ 153 & 161).—Statute of Limitations.—Deeds of Arrangement under the last-mentioned Statute (§§ 192 to 200).—The Measure of Damages in Actions for Breach of Contract (see *Hadley* v. *Baxendale*, 9 *Exch. Rep.*)—and, if time allows, Miscellaneous points in connexion with the Law of Contracts recently determined.

EQUITY LECTURES, by MONTAGUE HUGHES COOKSON, Esq., Barrister-at-Law.

1. Origin and General View of Equity Jurisprudence,
2. The various stages of a Suit in Equity.
3. Administration in Equity of Private and Charitable Trusts.
4. Administration in Equity of Assets of Deceased Persons.
5. Voluntary Settlements as between Settlor and Volunteer.
6. Voluntary Settlements as affected by the Statutes of the 13th & 27th Elizabeth.
7. Equitable points in the Law of Principal and Surety.
8. Equitable Adjustment of the Claims of Successive Mortgagees.
9. Jurisdiction of Equity to Enforce Specific Performance.
10. Various Special Defences to Suits for Specific Performance.
11. Injunction by Courts of Equity to Restrain Acts of Waste.
12. Injunction by Courts of Equity to Restrain Infringement of Copyright and Piracy of Trade Marks.

In addition to the cases which will be referred to, the following works may be consulted in connexion with the Lectures:—Spence on Chancery Jurisdiction; Lewin on the Law of Trusts; Fisher on the Law of Mortgage; and White and Tudor's Leading Cases in Equity.

Members of the Society may attend without subscribing.

To prevent interruption at the Lectures, Subscribers cannot be admitted to the Hall after the Lecture has commenced.

E. W. WILLIAMSON.
Secretary.

Law Society's Hall: October 1863.

COURT PAPERS.

Court of Chancery.

SITTINGS IN MICHAELMAS TERM, 1863.

LORD CHANCELLOR.

Westminster.

Monday, Nov. 2.. App. mtns. & apps.

Lincoln's Inn.

Tuesday, Nov. 3.. Petns. & appeals.
Wednesday . 4 — Apps. in bkcy. & apps.
Thursday .. 5 — Appeals.
Friday..... 6
Saturday .. 7 — Apps. in bkcy. & apps.
Monday .... 9 — Appeals.
Tuesday 10
Wednesday 11 — Apps. in bkcy. & apps.
Thursday ..12.. App. mtns. & apps.
Friday.....13.. Appeals.
Saturday ..14 — Apps. in bkcy. & apps.
Monday ....16 — Appeals.
Tuesday....17
Wednesday 18 — Apps. in bkcy. & apps.
Thursday ..19.. App. mtns. & apps.
Friday ....20.. Appeals.
Saturday ..21 — Apps. in bkcy. & apps.
Monday ....23.. Appeals.
Tuesday....24.. Petitions and apps.
Wednesday 25.. App. mtns. & apps.

MASTER OF THE ROLLS.

Westminster.

Monday, Nov. 2.. Motions.

Chancery-lane.

Tuesday Nov. 3 — General paper.
Wednesday 4
Thursday .. 5
Friday..... 6
Saturday .. 7 — Petns., sht. caus., adj. sums., and general paper.
Monday .... 9 — General paper.
Tuesday 10
Wednesday 11
Thursday ..12.. Mtns. & gen. pa.
Friday ....13.. General paper.
Saturday ..14 — Petns., sht. caus., adj. sums., and general paper.
Monday ....16 — General paper.
Tuesday 17
Wednesday 18
Thursday ..19.. Mtns. & gen. pa.
Friday ....20.. General paper.
Saturday ..21 — Petns., sht. caus., adj. sums., and general paper.
Monday ....23 — General paper.
Tuesday 24
Wednesday 25.. Mtns. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.

Westminster.

Monday, Nov. 2.. Motions.

Lincoln's Inn.

Tuesday Nov. 3.. App. mtns. & apps.
Wednesday . 4
Thursday .. 5 — Appeals.
Friday..... 6 — Petitns. in lunacy, app. petns., and apps.
Saturday ... 7
Monday .... 9 — Appeals.
Tuesday ....10 — Apps. from the Cty. Palatn. of Lancstr. & apps.
Wednesday 11.. Appeals.
Thursday ..12.. App. mtns. & apps.
Friday ....13 — Petns. in lunacy, app. petns., and apps.
Saturday ..14
Monday ....16 — Appeals.
Tuesday 17
Wednesday..18
Thursday ..19.. App. mtns. & apps.
Friday ....20 — Petitns. in lunacy, app. petns., and apps.
Saturday ..21
Monday ....23 — Appeals.
Tuesday 24
Wednesday 25.. App. mtns. & apps.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR R. T. KINDERSLEY.

Westminster.

Monday, Nov. 2.. Motions.

Lincoln's Inn.

Tuesday Nov. 3
Wednesday . 4 — General paper.
Thursday .. 5
Friday..... 6 — Ptns, adj. sums., & general paper.
Saturday .. 7 — Sht. causes, adj. sums., & gen. pap.
Monday 9
Tuesday ....10 — General paper
Wednesday 11
Thursday ..12 — Mtns., adj. sums., & gen. pa.
Friday.....13 — Petns., adj. sums., & general paper.
Saturday ..14 — Sht. causes, adj. sums., & gen. pa.
Monday 16
Tuesday ....17 — General paper.
Wednesday 18
Thursday ..19 — Mtns., adj. sums., & gen. pa.
Friday ....20 — Petns., adj. sums., & general paper.
Saturday ..21 — Sht. causes, adj. sums., & gen. pa.
Monday ....23 — General paper.
Tuesday ..24
Wednesday..25 — Mtns., adj. sums., & gen. pa.

Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR JOHN STUART.

Westminster.

Monday, Nov. 2.. Motions.

Lincoln's Inn.

Tuesday Nov. 3
Wednesday.. 4 — Causes, &c.
Thursday .. 5
Friday .... 6.. Petns., causes, &c.
Saturday .. 7.. Sht. caus. caus. &c.
Monday 9
Tuesday ....10 — Causes, &c.
Wednesday 11

Thursday ..12..Mtns., causes, &c.
Friday ....13..Petns., causes, &c
Saturday ..14..Sht. caus, caus, &c.
Monday ....16 } Causes, &c.
Tuesday ....17 }
Wednesday .18 }
Thursday ..19..Mtns., causes, &c.
Friday.....20..Petns., causes, &c.
Saturday ..21..Sht. caus, caus, &c.
Monday ....23 } Causes, &c.
Tuesday ....24 }
Wednesday .25..Motions.

Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. Sir W. P. WOOD.

Westminster.

Monday, Nov. 2..Motions.

Lincoln's Inn.

Tuesday Nov. 3 }
Wednesday.. 4 } General paper.
Thursday .. 5 }
Friday..... 6 }
Saturday ..7 } Petns., sht. causes, & general paper.
Monday .... 9 }
Tuesday ....10 } General paper.
Wednesday 11 }
Thursday ..12..Mtns. & gen. pa.
Friday ....13..General paper.
Saturday ..14 } Petns., sht. causes, & general paper.
Monday ....16 }
Tuesday ....17 } General Paper.
Wednesday .18 }
Thursday ..19..Mtns. & gen. pa.
Friday.....20..General paper.
Saturday ..21 } Petns., sht. caus., & general paper.
Monday ....23 }
Tuesday ....24 } General paper.
Wednesday 25..Mtns. & gen. pa.

Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

Queen's Bench.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir ALEXANDER EDMUND COCKBURN, Bart, Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Michaelmas Term, 1863.

IN TERM.

Middlesex.	London.
1st sitting, Tuesday...Nov. 3	1st sitting, Wednesday, Nov. 11
2nd „ Friday ... „ 13	2nd „ Wednesday „ 18
3rd „ Friday ... „ 20	
For undefended causes only.	

AFTER TERM.

Middlesex.	London.
Thursday .....Nov. 26	Thursday..... Dec. 10

The Court will sit at ten o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Common Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir WILLIAM ERLE, Knight, Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, in and after Michaelmas Term, 1863.

IN TERM.

Middlesex.	London.
Tuesday ..... Nov. 3	Thursday..... Nov. 12
Saturday..... .... „ 14	Thursday..... „ 19

AFTER TERM.

Middlesex.	London.
Thursday..... Nov. 26	Tuesday..... Dec. 8

The Court will sit during and after Term at ten o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

The common jury remanets from the sittings after Trinity Term will be taken at the first sitting in Michaelmas Term.

Exchequer of Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of her Majesty's Court of Exchequer, in and after Michaelmas Term, 1863.

IN TERM.

Middlesex.	London.
1st sitting, Tuesday...Nov. 3	1st sitting, Thursday, Nov. 12
2nd „ Saturday... „ 14	2nd „ Thursday, „ 19
3rd „ Saturday... „ 21	

AFTER TERM.

Middlesex.	London.
Thursday .....Nov. 26	Tuesday ..... Dec. 8

The Court will sit in and after Term at ten o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

PUBLIC COMPANIES.

PROJECTED COMPANIES.

BRITISH INDIAN TEA COMPANY (LIMITED).

Capital, £250 000, in 12,500 shares of £20 each.

Solicitors—Messrs. Johnston, Farquhar, & Leech, 65, Moorgate-street.

The object of this company is to conduct tea planting in India on an extensive scale, in some of the best localities, on estates where the success of the tea plant has been already established.

SOUTH BLACKPOOL HOTEL COMPANY (LIMITED).

Capital £50,000 in 10,000 shares of £5 each.

Solicitors—Messrs. Gold & Son, Whitefriars-street London; Drew & Serjeantson, Liverpool.

This compauy has been formed for erecting and managing large first-class hotel at Blackpool, Lancashire.

THE LONDON PERMANENT EXHIBITION AND INTERNATIONAL AGENCY COMPANY (LIMITED).

Capital £100,000 in 20,000 shares of £5 each.

Solicitors—Messrs. Bevan & Whitting, Old Jewry.

This company has been formed for the purpose of establishing a mart for the display of samples, models, patterns, and works of art.

THE MARINE INVESTMENT COMPANY (LIMITED).

Capital, £500,000, in 20,000 shares of £25 each.

Solicitors—Messrs. Dawes & Sons, 9, Angel-court.

This company is established for the purpose of granting temporary loans and advances on eligible ships, and other marine property, by way of mortgage or assignment, covered by policies of insurance, and on such other security as may be found desirable.

THE SARDINIAN MINING COMPANY (LIMITED).

Capital, £100,000, in 10,000 shares of £10 each.

Solicitor—Messrs. Reece, Wilkins, & Blyth, 10, St. Swithin's-lane.

This company is formed for the purpose of buying and working extensive mineral estates in Sardinia, which are situated about thirty miles from Cagliari.

We give the following further particulars respecting railway preference, and other stock.

The total share capital of the Great Eastern, with regard to which a comparison cannot be instituted with 1861, amounted at the close of 1862 to £17,480,244. From this must be deducted £9,012,195, representing ordinary shares and debenture stock, leaving a preferential capital of £8,470,049. Of this considerable sum, £1,027,556 was East Anglian capital, secured (although other arrangements have since been proposed) at a *minimum* dividend of 1 per cent. per annum under the provisions of the Great Eastern Amalgamation Act, 1862, and the following rates of interest are attached to the remainder:—£789,375, 3½ per cent.; £509,009, 4 per cent.; £4,804,334, 4½ per cent.; £135,000, 5 per cent.; £1,125,884, 5½ per cent.; and £78,891, 6 per cent. The total share capital of the Great Northern stood at the close of 1862 at £11,453,239, and deducting from this sum £7,120,507 for ordinary shares and debenture stock, a preferential capital of £4,332,732 is disclosed. At the close of 1861 the total share capital of the undertaking was £10,521,902, and deducting from this sum £6,619,009 for ordinary and debenture stock, the preference capital amounted to £3,902,893, so that the preferential charges of the undertaking were increased last year to the extent of £429,839. These figures, it should be added, refer only to the main parent concern, and do not include the East Lincolnshire and one or two other enterprises affiliated with it. The rates of interest attached to the £4,332,732 of preference stock in existence at the close of 1862 were as follows:—£55,000, 1 per cent.; £113,400, 4 per cent; £804,723, 4½ per cent.; and £3,115,718, 5 per cent. The total for 1861 was made up as follows:—£804,700, 4½ per cent.; and £3,098,193, 5 per cent. Of the £20,524,251 of shares issued by the Great Western proper at the close of 1862, £12,138,778 was preference stock. It is under this enormous burden of preferential capital that the dividends of the ordinary shareholders have been slowly falling. The total of £12,138,778 was made up as follows:—£10,050 at 3 per cent., £1,830,637 at 3½ per cent., £5,000 at 3¾ per cent., £3,537,048 at 4 per cent., £988,046 at 4½ per cent., £3,405,722 at 4½ per cent., £36,000 at 4¾ per cent., £1,996,275 at 5 per cent., £155,000 at 6 per cent., and £176,000 at 8 per cent. Twelve months

previously the total preference stock issued was £11,920,487 subdivided as follows:—£10,050 at 3 per cent., £1,781,826 at 3½ per cent., £120,600 at 3¾ per cent., £3,561,450 at 4 per cent., £634,878 at 4¼ per cent., £3,165,981 at 4½ per cent., £51,600 at 4¾ per cent., £2,264,102 at 5 per cent., £155,000 at 6 per cent., and £175,000 at 8 per cent. The dividend on the ordinary stock (£8,173,487) was 2-62 per cent. in 1861, and 1-75 per cent. in 1862, showing a decline of 0-87 per cent. last year. This company has this year undergone a complete transformation, having absorbed the West Midland and South Wales; but new Acts of Parliament cannot enable undertakings to dispense with previously existing obligations. The Lancashire and Yorkshire has a much smaller proportion of preferential capital, the total at the close of last year having been £3,077,570 made up as follows:—£1,081,833 at 6 per cent., £260,050 at £5 3s. 10d. per cent., £350,720 at 5 per cent., £1,065,782 at 4½ per cent., and £319,185 at 4 per cent. At the close of 1861 the corresponding total was £2,651,943. —viz., £1,081,833 at 6 per cent., £90,780 at 5½ per cent., £260,050 at £5 3s. 10d. per cent., £350,720 at 5 per cent., and 868,560 at 4½ per cent. The ordinary capital of the company is no less than £12,093,594 which received 5½ per cent. in 1861 and 3¾ per cent. in 1862, the reduction arising, of course, from the depression in the cotton trade. Up to the period of the measures now in progress for raising £2,197,000 of preferential capital, the directors of the London and North-Western appear to have rigorously abstained from the creation of preference stock, only £270,000 having been outstanding at 5 per cent. in 1861 and 1862, while the ordinary share capital amounted to £25,296,921 in 1862, on which 4¾ per cent. was paid as compared with £25,224,349 on which 4½ per cent. was paid, in 1861. It is the immense area on which dividend is payable which gives such *solidarité* to London and North-Western as compared with Great Western ordinary stock. Thus assuming that the profits of any half-year decline £40,000, the reduction would be scarcely felt in the former case, while in the latter it would involve a diminution of 1 per cent. per annum in the dividend. This is one of the inherent evils of an excessive creation of preference stock. The London and South-Western, at the close of 1862, had preference stock outstanding to the extent of £1,648,905—viz., £171,276 at 7 per cent., £14,400 at 5 per cent., £1,449,729 at 4½ per cent., and £13,500 at 4 per cent. At the close of 1861 the corresponding amount of preference stock issued was only £1,170,489—viz., £170,990 at 7 per cent., £14,400 at 5 per cent., £969,199 at 4½ per cent., and £15,900 at 4 per cent. The ordinary stock of the company amounted in 1861 to £7,200,256 receiving 4¾ per cent.; while in 1862 £7,381,281 received 5 per cent. The London, Brighton, and South Coast had £3,339,000 of preferential capital outstanding at the close of 1862—namely £220,000 at 7 per cent., £411,178 at 6 per cent., £893,200 at 5 per cent., £1,460,722 at 4½ per cent., and £353,900 at 4 per cent. At the close of the preceding year the corresponding amount outstanding was £3,235,764—namely £220,000 at 7 per cent., £411,167 at 6 per cent., £893,200 at 5 per cent., £1,357,487 at 4½ per cent., and £353,900 at 4 per cent. The ordinary stock amounted to £4,620,000 in 1861, and £4,705,473 in 1862—a steady 6 per cent. being paid in both years.

The mortal remains of Lord Lyndhurst were interred on Saturday last at Highgate Cemetery the funeral procession consisted of four mourning carriages; but there were several carriages of the nobility that followed. The pall-bearers were the Earl of Ellenborough, General Forrester, Mr. Walpole, M.P. and Mr. Barlow, each of whom carried a wreath of *immortelles*, which they deposited on the coffin as it was lowered into the grave. The service was read by the Rev. Mr. Howarth, of St. George's, Hanover-square. There was a large attendance present at the affecting ceremony.

The death of his lordship, which has been recorded in the French papers, has been a subject of more universal conversation and comment than is usually bestowed upon the demise of distinguished Englishmen. In the first place, Lord Lyndhurst was a great favourite of many members of the French Bar; and it is stated that on several occasions when he was to deliver an important judgment, some conspicuous members of the Paris Bar were known to have visited England for the purpose of listening to his oratory and decisions. His lordship was also well known to an extensive circle of friends in Paris.

Lord Lyndhurst died at three o'clock on Monday morning the 12th inst., and the *Morning Post* appeared an hour or two afterwards with seven columns of the deceased lord's biography. This was no doubt a great feat in newspaper manipulation, though the sharpness of the process calls awkwardly to mind a still cleverer performance of the same journal, only a few months ago, when they published their memoir of Lord Clyde one, if not two, days before the hero was dead. Of course, in all the journals, Lord Lyndhurst's memoir, as that of all remarkable men, was prepared beforehand, and the gradual sinking of health warned all editors to have it ready in type. No one was more aware of this than Lord Lyndhurst himself, as the following anecdote will show:—The biographer general of the *Times* in former days—in fact, the gentleman who made these biographies a feature in the paper—was Mr. Dod, the editor and compiler of the now well-known volume of "Dod's Parliamentary Companion." Some fifteen or sixteen years ago Lord Lyndhurst and Mr. Dod met on the beach at Brighton. Some great man—we forget who—had just then died, and Mr. Dod's memoir of him had appeared in the pages of the *Times*. Lord Lyndhurst adverted to this at once. "Ah, Dod" he said, "I dare say you have got my life stowed away in one of your pigeon holes; but I don't intend to die yet; I'll see you out at any rate." He did see him out by a good ten years. Mr. Dod, who was fond of telling the story, used to own that his lordship's surmise was just—he had his biography stowed away in one of his pigeon holes.

From the published balance-sheets of 40 life assurance companies for the past financial year it appears that the aggregate of new business transacted is as follows:—New policies issued 31,670, assuring £15,248,860, producing in new premiums £645,055. As there are about 200 life assurance companies in the United Kingdom doing good business, these figures may fairly be quadrupled, when the following appears as the accession of new business for the past year:—New policies issued, 116,680; sums assured, £60,995,440; yielding a new premium income of £1,780,220. We find that the 40 offices paid in claims during the twelve months the large sum of £2,732,176; and if this amount also is quadrupled it gives nearly eleven millions sterling as the total amount paid to the survivors of deceased policy-holders in a single year!

The City Remembrancership is the subject of a quizzical paragraph in the *Times*. It says:— This ancient office in the Corporation of London, the salary and emoluments of which amount to about £1,250 a year, and have occasionally exceeded £1,850, has been vacant, or rather held in commission, for upwards of three months past, and is still. On the 2nd of July it was vacated by the retirement, from ill-health and advanced age, of Mr. Edward Tyrrell, after a service of more than half a century; and at a Court of Common Council, held on that day, a reference was made to a committee of their body to consider the nature and duties of the office and its emoluments, and the practicability of amalgamating it partly with that of the Town-clerk and partly with that of the City Solicitor. More than a quarter of a year has since elapsed and the committee have made no report on the subject to the Common Council, although in or about the year 1831 the then Remembrancer penned an elaborate and curious document describing the functions of the office in great detail, with its attendant emoluments and the various sources from which they were derived. This document, which was printed at the time, and is now readily accessible to members of the corporation from among their archives, exhausted the whole subject of duties and emoluments, and the only practical question left for the committee to decide was that of the desirability of amalgamation or otherwise. Meanwhile, it being an ill wind that blows nobody good, the City Solicitor and the Town-clerk, who are in the receipt respectively of salaries of £1,250 and £1,000 a year, and who are at present charged with the functions of the vacant Remembrancership, divide between them, in addition to their own stipends, the emoluments of the office, while it remains in commission, and amounting, as we have seen, to between £1,250 and £1,850 a year. By this arrangement it is not meant that either the corporation or the public are prejudiced, seeing that the salary would always have to be paid by the Common Council to somebody, and that probably somebody would always be found ready to fill so snug a birth. The circumstance is only mentioned as a piece of luck of two already well-paid officers of the corporation, the immediate predecessor of one of whom was in the receipt from his office of more than £2,000 a year on an average, calculated over a number of years, or £500 more than the salary of an Under-Secretary of State. With some people it is matter of surprise how one of the gentlemen who now discharge the duties of the remembrancership finds time and brains for their performance, seeing that the functions of his own proper

office, as thus tersely epitomized by the late Mr. Charles Pearson, in a letter to a committee of the corporation in July, 1848, are supposed to be exceedingly onerous. "I am," said he, "the practical legal functionary of the most powerful, most wealthy, most liberal corporation in the world—a corporation which requires that for the discharge of its multifarious duties its solicitor shall have a competent knowledge of constitutional, municipal, equitable, and criminal law; and that he shall not only be practically acquainted with the history, laws, and customs, and the peculiar rights, privileges, and duties of all the component parts of this great body, but shall also possess the zeal and ability requisite to maintain, uphold, and enforce them." That being so, the present City Solicitor, who is new to his office, and little more than thirty years of age, had during the greater part of last session, over and above his own proper duties, to be in daily attendance at the Houses of Parliament, to examine all bills and proceedings of the Houses of Lords and Commons, and to report to the corporation on such as might be likely to affect the interests and privileges of the city. He had also to conduct and transact the business of the corporation as solicitor in Parliament and at the Council or Treasury Boards. Outside the corporation, to people who bestow a thought on these matters, the wonder is "How one small head should carry all he knows." Besides the legal duties just referred to of the Remembrancer, certain others of a ceremonial kind devolve upon him. He has, for instance, to assist all committees appointed by the Common Council in respect to public entertainments given to Royal and illustrious personages and on other public occasions in the Guildhall, to attend personally to invite the members of the Royal Family and great officers of State, to send invitations to all persons of distinction whose presence may be deemed desirable at the entertainment, and to arrange the company on the hustings and in other parts of the hall. The office is one of great antiquity in the corporation, and its functions, as has been shown, are of a somewhat hybrid character—partly legal and partly ceremonial. A rumour prevails that a proposal will be made to the Common Council to appoint a remembrancer who shall be charged only with the performance of the purely legal duties of the office, and to add the ceremonial functions, with a corresponding emolument, to those of the Town-clerk, who is thought by some members of the corporation to be inadequately requited at present by a salary of £1,000 a year.

On Sunday morning last a melancholy accident occurred, at the Woodside landing stage, Birkenhead, to Mr. John James Conway, barrister-at-law, who resided at 6, Vernon-place, Conway-street, Birkenhead, and occupied chambers in the Clarendon-rooms, Liverpool. Mr. Conway, it appears, reached the George's landing-stage yesterday morning, about one o'clock, just as the steamer *Liverpool* was leaving for Woodside. The unfortunate gentleman, evidently anxious not to be detained an hour on the Liverpool side, made a determined effort to get on board the boat, and thrust his head under the chains in front of the stage. The officer on duty being apprehensive that he would tumble into the river endeavoured to hold him back, but Mr. Conway leaped to the steamer, and with the assistance of one of the firemen he was safely got on board. He then went into the cabin, where he sat until the *Liverpool* reached the Woodside stage. The crew took no especial notice of him until the gangway was being lowered into the steamer, when he was observed standing on the sponson aft of the paddle-box, as if about to jump upon the stage. One of the crew called to him to wait until the gangway was ready, but disregarding the caution, he leaped from the boat; and in attempting to pass over the low chains which run in front of the stage, about three or four feet from the edge, he stumbled and fell backwards into the river between the steamer and the stage. His face was seen for an instant in the water, and then he disappeared, having doubtless been carried under the stage by the flood tide. Every exertion was made by the crew of the steamer and the men on the landing-stage to rescue him. Lifebuoys were lowered at the spot where he fell, lanterns were procured to throw light upon the water, and the steamer went up the river some distance in search of him, but all the efforts of the men were unsuccessful. During the day placards were issued offering a reward of £5 for the recovery of the body. Mr. Conway was well known among the legal profession in Liverpool, and had a considerable local practice. Occasionally, during the absence of the regular judges, he presided at the county courts in Liverpool and Birkenhead. He was a bachelor, about 45 years of age, and resided with his sister.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

STONE—On Sept. 16, at Merle Lodge, St. John's-park, Ryde, the wife of Henry Stone, Esq., of the Inner Temple, Barrister-at-Law, of a son.

MARRIAGES.

ALLEN—CLARKE—On Oct. 19, at St. Saviour's, Paddington, George C. G. Allen, Esq., Solicitor, of Chancery-lane, and Leighton-grove, Tufnell-park West, to Ellen Victoria, second daughter of Edward Clarke, Esq., Solicitor, of Stanley-place, Paddington-green.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ELLINGHAM, ELIZA, of Eggington, Beds, Widow, now wife of George Horn. £30 New £3 per Cents.—Claimed by the said Eliza Horn.

ESTATE EXCHANGE REPORT.

AT THE MART.

Oct 16.—By Messrs. BUTCHER (of Norwich.)

Leasehold estate, situate at Heigham and Earlham, Norwich, comprising residence, etc., and about 7 acres of grounds; also several enclosures of arable land, containing about 64 acres, together with a freehold farmhouse, barn, stables, etc.; a paddock and several enclosures of arable land, in all about 23 acres.—Sold for £7,100.

By Messrs. NORTON, HOGGART, & TRIST.

Leasehold residence, situate at Ingress Hill, Greenhithe, Kent.—Sold for £410.

Oct. 19.—By Messrs. DANIEL SMITH, SON, & OAKLEY.

Freehold and copyhold, The Basing Park Estate, Hampshire, comprising mansion with park, pleasure grounds, conservatory, coach-houses, stabling, &c., and about 2,000 acres of land.—Sold for £67,000.

Freehold and (small part) copyhold residence known as York House, Twickenham, with stabling, coach-house, pleasure grounds, etc.; also a cottage residence adjoining the grounds.—Sold for £6,500.

Copyhold, two pieces of meadow land, about 2 acres, forming part of Eel Pie Island.—Sold for £500.

Oct. 20.—By Messrs. DEBENHAM & TEWSON.

Freehold premises, No. 5, Widegate-street, and Nos. 1 to 4, Sandy's-street, Bishopsgate-street.—Sold for £2,600.

Freehold plot of building land adjoining the above.—Sold for £560.

Freehold premises, Nos. 6, 7, and 8, Widegate-street.—Sold for £930.

Freehold, two houses and shops, Nos. 10 and 11, Widegate-street.—Sold for £1,160.

Freehold premises, Nos. 17, 18, and 19, Widegate-street.—Sold for £1,360.

Freehold, three houses, one a shop, being Nos. 17, Artillery-lane, and 1 and 2, Sandy's-row.—Sold for £1,300.

Freehold ground rent, of £20 per annum, secured on three houses, Nos. 23 to 30, Widegate-street.—Sold for £640.

Freehold house, No. 5, Two Swan-yard.—Sold for £550.

Freehold house and shop, No. 4, Gerrard-street, Soho.—Sold for £1,300.

Copyhold house and shop, No. 17, Lower-street, Lower-road, Islington.—Sold for £610.

By Messrs. DEBENHAM & TEWSON, in conjunction with Messrs. DANIEL CRONIN & SONS.

Freehold residence, situate at Chigwell-row, Essex, with stabling, pleasure grounds, and meadow, in all about 5 acres.—Sold for £4,000.

By Messrs. E. & H. LUMLEY.

Leasehold business premises, Nos. 84 and 85, Tower-hill; term 75 years from July, 1829; ground-rent £17 2s. per annum.—Sold for £1,000.

Oct. 22.—By Messrs. DEBENHAM & TEWSON.

Leasehold house and shop, No. 1, Greenland-place, Judd-street, Brunswick-square, term twenty-seven years, unexpired, ground rent £3, let at £38 per annum.—Sold for £350.

Leasehold house and shop, No. 2, Greenland-place, similar terms, etc.—Sold for £295.

AT GARRAWAYS.

By Mrs HENRY HAYNES & Son.

Lease and goodwill of the Running Horses wine vaults, Blackfriars-road. Sold for £3,990.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Oct. 16, 1863.

Hustler, Chas Devereux, & Chas Phillip Skipper, Attorneys and Solicitors Halstead, Essex, and elsewhere (Hustler & Skipper). Oct 5. By mutual consent.

TUESDAY, Oct. 20, 1863.

Greenhill, Pope, and George Sanderson Lynch, Gracechurch-st, Attorneys & Solicitors. By mutual consent.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 16, 1863.

Aubyn, Jas St, St Michael's-mount, Cornwall, and Monk's-grove, Chertsey. Nov 20. Smart, Lincoln's-inn-fields.

Bolton, Edw Souter, Handsworth, Stafford, Commercial Traveller. Dec 1. Tyndal & Co, Birm.

Calver, Geo, Palgrave, Suffolk, Farmer. Dec 1. Wallace & Segus, Diss.

Cavell, John, Mecklenburgh sq, Esq. Oct 31. Cavell, Gray's-inn-pl.

Darkin, John, Isleworth, Cambridgeshire, Yeoman. Nov 3. Read Mildenhall.

Fownes, John, Enville, Stafford. Farmer. Nov 25. Kitson, Wolverhampton.

Hyde, Thos, Boley-hill, Rochester, Gent. Nov 20. Hyde, Hoxton.

Jeffs, John, Victoria-pl, Stoke Newington-rd, Gent. Nov 25. Dodd, New Broad-st.

Mason, Jas, Brighton, Livery-stable Keeper. Nov 24. Mills, Brighton.

Morris, Rev Thos Brooke, Shelfanger, Norfolk, Clerk. Dec 1. Wallace & Segus, Diss.

Mott, John, Chiswick, Esq. Jan 15. Rutherford & Son, Gracechurch-st.

Rimmer, Chas, Hagley House, Brixton, and Blackfriars-rd, Warehouseman. Nov 30. Sole & Co, Aldermanbury.

Sanderson, Elizabeth, Wisbech, Widow. Dec 1. Fraser, Wisbech.
Simmons, Eleanor, Clarendon-pl, Camberwell, Spinster. Dec 15. Barnard, York-rd.
Sullivan, Sir Chas, Mountjoy, Bart. Dec 1. Domville & Co, Lincoln's-inn.
Testar, Ann, South Audley-st, Widow. Nov 30. Sole & Co, Aldermanbury.
Trappes, Robt, Stanley House, Clitheroe, Lancaster, Esq. Nov 16. Eastham, Clitheroe.

TUESDAY, Oct 20, 1863.

Barrett, Eliz, Omberaley, Worcester, Widow. Nov 14. Corles, Worcester.
Barrs, Chas, Mountsorrel, Leicester, Gentleman. Jan 1. Toone, Loughborough.
Box, John, Northampton-sq, Clerkenwell, Gent. Dec 31. Mole, Warwick-ct.
Carpenter, Eliz, Old Kent-rd, Widow. Dec 31. Mole, Warwick-ct.
Colson, Peter, Winnall, Southampton, Merchant. Jan 11. Patterson & Bradby, Southampton.
Foyster, Eliz, Northfleet, Kent, Spinster. Dec 31. Watson, Worship-st.
Greed, John, Richmond, Surrey, Gent. Dec 1. Watson, Worship-st.
Green, John Tobias, Park-rd, Upper Holloway, Warehouseman. Nov 30. Taylor & Jaquet, South-st, Finsbury-sq.
Hutchings, Saml, Holy Cross, Pershore, Worcester, Farmer. Nov 14. Corles, Worcester.
Isaac, John, Worcester, Innkeeper. Dec 1. Corles, Worcester.
Ledgar, Richd, South Kirkby, York, Gent. Nov 16. Harrison & Smith, Wakefield.
Morgan, Wm, Bilston, Maltster. Dec 16. Mason, Bilston.
Sturges, Maria, Wakefield, Widow. Nov 26. Harrison & Smith, Wakefield.
Tomkin, Sir Warwick Hele, West Teignmouth, Devon, Knight. Dec 10. Jordan, West Teignmouth.

Assignments for Benefit of Creditors.

FRIDAY, Oct. 16, 1863.

Cotching, Jas Walter, & John Ollerenshaw Middleton, Wood-st, London Straw Hat Dealers. Mason & Co, Grosham-st.
Stacey, Elizabeth, Wincanton, Somerset, Widow. Oct 5. Balch, Bruton.
Phillips, Wm, & Edw Thos Hembden, Guildford, Grocers. Sept 30. Lawrance & Co, Old Jewry-chambers.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Oct 16, 1863.

Ambler, Benj, Dewsbury-moor, York, Blanket Manufacturer. Sept 19. Conv. Reg Oct 13.
Balshaw, Wm, Lpool, Woollen Merchant. Oct 12. Conv. Reg Oct 15.
Barlow, Joseph Hague, Oldham, Commission Agent. Oct 1. Comp. Reg Oct 14.
Chambers, Richd, Waldron, Sussex, Farmer. Sept 17. Comp. Reg Oct 15.
Cotching, Jas Walter, and John Ollerenshaw Middleton, Wood-st, London, Straw Hat Dealers. Sept 30. Conv. Reg Oct 14.
Crawshay, Wm, Birm, Sewing Machine Manufacturer. Sept 17. Asst. Reg Oct 14.
Crook, Ralph, Blackburn, Grocer. Oct 3. Asst. Reg Oct 14.
Gibson, Wm Goodall, and Fredk John Money, Cannon st West, and Godalming, Tanners. Sept 16. Asst. Reg Oct 14.
Gough, Wm, Bath, Tailor. Sept 24. Conv. Reg Oct 15.
Hall, John Parker, Lpool, Merchant. Oct 7. Conv. Reg Oct 13.
Hendrie Michael, Longtown, Cumberland, Brewer. Sept 16. Asst. Reg Oct 14.
Hill, Jas, Trowbridge, Grocer. Oct 8. Comp. Reg Oct 14.
Horwood, Ann, Ludgate-st, London, Stationer. Sept 21. Asst. Reg Oct 14.
Houghton, Hy, Great Dover-rd, Surrey, Upholsterer. Sept 18. Asst. Reg Oct 15.
Lindop, Richd, Cannock, Stafford, Innkeeper. Oct 13. Conv. Reg Oct 15.
Meadowcroft, Kidsgrove, Stafford, Grocer. Sept 19. Conv. Reg Oct 15.
Mowat, Alex, Bath, Watchmaker. Sept 21. Conv. Reg Oct 16.
Peacock, Jas, Lpool, Biscuit Manufacturer. Sept 23. Conv, Reg Oct 13.
Phillips, Thos, Paul's-grove, Canonbury, Lamp Manufacturer. Oct 12. Comp. Reg Oct 13.
Savage, Hy Chas, and Thos Winter. Frimley, Surrey, Tailors. Sept 24. Asst. Reg Oct 16.
Sewell, Leonard, Harrington-sq, Marylebone. Oct 15. Conv. Reg Oct 16.
Sketchley, Thos, St Helens, Lancaster, Coachbuilder. Oct 12. Asst. Reg Oct 14.
Stafford, Chas, jun, Bristol, Builder. Sept 19. Comp. Reg Oct 14.
Tims, Wm, Manch, Bricklayer. Sept 17. Comp. Reg Oct 14.
Watkis, Edw Hy, Worthing, Printer. Oct 10. Conv. Reg Oct 14.
Willmett, Wm, and John Hy, Willmett, Newport, Monmouth, Shipbuilders. Sept 19. Conv. Reg Oct 15.
Wood, Benj, Sheffield, Cutler. Oct 8. Conv. Reg Oct 14,

TUESDAY, Oct. 20, 1863.

Aked, Robt, Lpool, Merchant. May 1. Comp. Reg Oct 17.
Baglin, Dani, West Dean, Gloucester, Sawyer. Sept 24. Comp. Reg Oct 20.
Boland Hy, Aberavon, Shoemaker. Oct 7. Asst. Reg Oct 20.
Bradley, Jas, Middleton Junction, Chadderton, Lancaster, Beerseller. Sept 28. Asst. Reg Oct 17.
Broadhouse, Sarah, Wednesbury, Stafford, Hosier. Sept 26. Comp. Reg Oct 17.
Broadhouse, Sarah, and Mary Broadhouse, Hosier. Sept 26. Comp. Reg Oct 17.
Brookes, Edgar, Birm, Gun Manufacturer, Oct 12. Comp. Reg Oct 19.
Brown, Thos, Dunkinfield, Chester, Innkeeper. Oct 5. Comp, Reg Oct 16.
Chichester, Wm, Watchet, Somerset, Wine Merchant. Sept 18. Asst. Reg Oct 16.
Collier, Edwin, Huddersfield, Cotton Warp Agent, Sept 28. Asst. Reg Oct 20.
Dawes, Thos Geo, Wednesbury, Stafford, Draper. Oct 6. Comp. Reg Oct 19.
Deacon, Thos, Highworth, Wilts, Saddler. Sept 24. Asst. Reg Oct 17.
Downe, Georgiana, Exeter, Plumber. Sept 22. Asst. Reg Oct 19.
Field, Fredk, Bath, Surgeon. Oct 3. Asst. Reg Oct 16
Gadd, Wm, Arlington-st, Islington, Lace Manufacturer. Oct 16. Conv. Reg Oct 19.
Gray, John, Winslow, Buckingham, Grocer. Oct 17. Asst, Reg Oct 19.
Howard, John, Manch, Mineral Merchant. Oct 10. Comp. Reg Oct 20.
Jeffcock, Ebenezer Cutler, Sheffield, Law Clerk. Sept 21. Conv. Reg Oct 19.
Jeffs, Wm, Blackley, nr Manch, Stamp Maker. Oct 16. Asst. Reg Oct 20.
King, John, Barrow, in Furness, Lancaster, Joiner. Sept 23. Conv. Reg Oct 19.
Knibbs, Thos, Rusholme, Lancaster, Corn Dealer. Oct 12. Asst. Reg Oct 16.
Lee, Geo, Blackburn, Draper. Oct 1. Asst. Reg Oct 16.
Lott, Jas, Lpool, Saddler. Oct 16. Comp. Reg Oct 19.
Martin, Wm Henry, Upper James-st, Camden Town, Lime Merchant. Oct 2. Conv. Reg Oct 17.
Mellor, Wm Hy, Lpool, Brewer. Aug 14. Comp. Reg Oct 17.
Mittweg, Ferdinand, William's-grove, Walworth, Baker. Oct 7. Comp, Reg Oct 16.
Northcott, Richd, Torquay, Corn Merchant. Sept 26. Asst. Reg Oct 18.
Pyne, Hy, Clayton, nr Manch, Bookkeeper. Oct 7. Conv. Reg Oct 17.
Pyne, John, Levenshulme, nr Manch, Commission Agent. Oct 13. Conv. Reg Oct 17.
Robinson, John Haylock, Shoreditch, Baker. Oct 16. Comp. Reg Oct.
Rowe, John, Pontypool, Monmouth, China Dealer. Sept 30. Comp. Reg Oct 20.
Sharp, Thos Cornley, Lymington, Ironmonger. Sept 24. Asst. Reg Oct 17.
Sherratt, Wm, Wallworth's-bank, Congleton, Iron Founder. Oct 2. Asst. Reg Oct 17.
Simms, Joseph, Stubbing, nr Elsecar, York, Omnibus Proprietor. Oct 13. Conv. Reg Oct 17.
Slater, Wm, and John Wm Lewis, Bradford, Whitesmiths. Sept 19. Conv. Reg Oct 17.
Spill, Robt, Bristol, Looking-glass Maker. Oct 13. Comp. Reg Oct 20.
Thompson, Wm, Elvet Bridge, Durham, Grocer. Sept 19. Asst. Reg Oct 19.
Waterman, Guy, Bradley-ter, Wandsworth-rd, Draper. Sept 28. Comp. Reg Oct 17.
Watson, Walter, Preston, Draper. Sept 29. Comp. Reg Oct 20.
White, Wm, Sussex-ter, Westbourne-grove, Mantle Seller. Oct 14. Comp. Reg Oct 16.
Whittaker, John Alfred, Manch, Cabinet Maker. Oct 15. Comp. Reg Oct 17.

Bankrupts.

FRIDAY, Oct. 16, 1863.

To Surrender in London.

Banks, Hy, Portland-pl, Bethnal-green, Builder. Pet Oct 10. Oct 29 at 2. Buchanan, Basinghall-st.
Bone, Geo Alf, Bowling-green-lane, Clerkenwell, Tobacconist. Pet Oct 13 (for pau). Oct 30 at 11. Aldridge.
Burd, Joseph Wm, Clarendon-st, Pimlico, Traveller. Pet Oct 12. Oct 29 at 1. Wells, Moorgate-st.
Burgoyne, Wm Hy, Frith-st, Soho, Victualler. Pet Oct 12. Oct 28 at 2, Kidder & Willett, Calthorpe-st.
Chandler, Philip John, Wells-st, Oxford-st, Victualler. Pet Oct 13 (for pau). Oct 30 at 2. Aldridge.
Child, Geo Harris, Liverpool-st, Bishopsgate-st, Commission Agent. Pet Oct 13 (for pau.) Oct 30 at 1. Aldridge.
Chitty, Chas, Dorking, Butcher. Pet Oct 13. Oct 28 at 1. White, Danes-inn.
Crooke, Benj, Folkestone, Grocer. Pet Sept 26. Oct 29 at 2. Laurance & Co, Old Jewry-chambers.
Cumberland, Hy Jas, Bonner's-rd, Middlesex, Commission Agent. Pet Oct 12. Oct 28 at 2. Holt & Mason, Quality-court.
Grimsdale, Hy, Ironmonger-st, St. Luke's, Greengrocer. Pet Oct 13 (for pau). Oct 30 at 1. Aldridge.
Grist, Geo, Moriand-row, Hackney, Gas Fitter. Pet Oct 13. Oct 29 at 1. Marshall, Basinghall-st.
Harris, Barnet, Harrow-rd, Clothier. Pet Sept 9. Oct 29 at 1. Linklaters & Hackwood, Walbrook.
Hope, Hy John, Alma-rd, Bermondsey, out of business. Pet Oct 14. Oct 30 at 1. Simpson, Wellington-st, Southwark.
Hunt, Edw, Hornsey-rd, Middlesex. Adj Oct 12. Oct 29 at 1. Bevan & Whitting, Old Jewry.
Jacobs, Hy, Cavendish-st, Hoxton, Attorney's Clerk. Pet Oct 14. Oct 30 at 11. Aldridge.
Mann, Fredk, Swan-lane, Upper Thames-st, City Police Constable. Pet Oct 14. Oct 30 at 11. Philby, Fenchurch-buildings.
Mounsey, Wm, Glasshouse-buildings, Minories, Commission Agent. Pet Oct 13 (for pau). Oct 13 at 2. Aldridge.
Nash, Albert, Quadrant-grove, Kentish-town, Bricklayer. Pet Oct 14. Oct 28 at 2. Marshall & Son, Hatton-garden.
Oppenheim, Adolphus, Basinghall-st, Merchant. Pet Oct 12. Oct 29 at 1. Reed, Guildhall-chambers.
Peters, Rbt, Dulwich-rd, Penge, Timber Dealer. Pet Oct 9. Oct 28 at 1. Marshall, Lincoln's-inn-fields.
Ricket, Hy, Crawford-pl, Clerkenwell, Victualler. Pet Oct 14 (for pau.) Oct 29 at 2.30. Aldridge.
Sargent, Robt Orford, Red Cross-st, London, Shoe Maker. Pet Oct 14 (for pau), Oct 29 at 2.30. Aldridge.
Thorp, Chas, Long Acre, Middlesex, in no business. Pet Oct 12. Oct 28 at 1. Hare, Basinghall-st.
Vial, Amable Joseph Francis, Norfolk-rd, Islington, Agent for the sale of wines. Pet Oct 13 (for pau). Oct 30 at 2. Aldridge.
Wallace, Rbt Thos, White Horse-st, Stepney, out of business. Pet Oct 13. Oct 29 at 2. Dubois, Church-passage, Gresham-st.
Watkin, Hy, Clipston, Northampton, Wheelwright. Pet Oct 14. Oct 28 at 2. Kent, Cannon-st, West.
Welsh, Michael, Upper Winchester-st, King's-cross, Cab Driver. Pet Oct 12 (for pau). Oct 29 at 2.30. Aldridge.
Wildermuth, Geo, Commercial-pl, Bermondsey, Baker. Pet Oct 14. Oct 30 at 2. Fisher, Earl-st, Blackfriars.
Wilkinson, Geo, Bromley, Middlesex, Engineer. Pet Oct 14 (for pau). Oct 30 at 11. Aldridge.
Wood, Wm Wicks, Russell-st, Brixton, Commercial Traveller. Pet Oct 14. Oct 30 at 1. Wetherfield, Moorgate-st.

To Surrender in the Country.

Atkinson, Wm, Birkenhead, Builder. Adj Oct 10. Lpool, Oct 27 at 11.

Ayers, John, Kidderminster, Victualler. Pet Oct 13. Kidderminster, Nov 4 at 10. Roycott, Kidderminster.
Ayler, Geo Alfred, Brighton, Victualler. Pet Sept 7. Brighton, Oct 28 at 11. Marshall, Lincoln's-inn-fields.
Barker, Wm, Tean, Checkley, Stafford. Pet Oct 8. Cheadle, Oct 24 at 11. Blagg & Son, Cheadle.
Barnett, Joseph, jun. Lowe, Warwick, Butcher. Pet Oct 13. Coventry, Oct 27 at 3. Smallbone, Coventry.
Bellingham, Chas Martin, Newcastle-upon-Tyne, Victualler. Pet Oct 12. Newcastle, Oct 28 at 12. Story, Newcastle.
Bottomley, John, Little Bolton, Lancaster, Warper. Pet Oct 14. Bolton, Oct 28 at 11. Hinnell, Bolton.
Bracewell, Jas, New Accrington, Painter. Pet Oct 14. Manch, Oct 28 at 11. Barlow, Accrington.
Brown, Chas, Whitechurch, Devon, Farmer. Pet Sept 9 (for pau). Exeter, Oct 27 at 11. Flood, Exeter.
Browne, Richd, Leeds, Clerk. Pet Oct 13. Leeds, Oct 29 at 11. North & Sons, Leeds.
Capes, Geo, Burton-upon-Trent, Brewer's Engineer. Adj Oct 12. ,Birm, Nov 13 at 12. James & Co, Birm.
Chapman, Chas, Stoke, Kent, Farmer. Pet Oct 12. Rochester, Oct 27 at 3. Hayward, Rochester.
Charnock, Thos, Seaforth, nr Lpool, Slater. Pet Oct 10. Lpool, Oct 26 at 3. Anderson, Lpool.
Davies, John, Blaengriffen, Pembroke, Farmer. Pet Oct 15. Bristol, Oct 30 at 11. Smith, Cardigan, and Henderson, Bristol.
Dunner, Geo, Manch, Commission Agent. Pet Oct 13. Manch, Nov 2 at 12. Slater & Barling, Manch.
Fletcher, Timothy, Overton, Salop, Farmer. Pet Oct 14. Birm, Nov 13 at 12. Hodgson, & Son, Birm.
Ford, Fredk Chas, of H. M. ship Indus, East Stonehouse, Engineer. Pet Oct 14. East Stonehouse, Oct 28 at 11. Edmonds & Sons, Plymouth.
Glover, Hugh, Hartlebury, Worcester, Victualler. Pet Oct 13. Kidderminster, Nov 4 at 10. Corbett, Kidderminster.
Griffith, Hugh, Bodwrdda, Aberdaron, Carnarvon, Farmer. Pet Oct 15. Lpool, Oct 29 at 12. Evans & Co, Lpool.
Harrison, Wm, Leicester, Market Gardener. Pet Oct 9. Birm, Oct 27 at 11. Harris & Luck, Leicester, and James & Co, Birm.
Holmes, Hannah, Bowling, Bradford, York, Farmer. Pet Oct 9. Bradford Oct 30 at 10.30. Terry & Watson, Bradford.
Hulme, Thos, Huxley, Chester, Miller. Adj Oct 10. Lpool, Oct 27 at 11.
Hylden, John, Brighton, Beerseller. Pet Oct 13. Brighton, Oct 28 at 11. Mills, Brighton.
Jones, David, Penderyn, Brecon, Farm Bailiff. Pet Oct 12. Aberdare, Oct 27 at 11. Linton, Aberdare.
Jones, Robt, Llanbedr, Denbigh, Farmer. Pet Aug 21. Ruthin, Oct 28 at 11. Louis, Ruthin.
Jukes, Joseph, Birkenhead, Builder. Adj Oct 10. Lpool, Oct 27 at 11.
Lea, Jonathan, Birm, Pork Butcher. Pet Sept 28. Birm, Oct 26 at 10. Duke, Birm.
Ledward, Saml, Wolstanton, Stafford, Architect. Pet Oct 14. Newcastle-under-Lyme, Oct 31 at 11. Sutton, Burslem.
Looker, John, Latchford, Chester, Victualler. Pet Oct 14. Manch, Nov 5 at 12. Day, Warrington.
Mallard, Wm Hy, Plymouth, Master on half-pay in H. M.'s Navy. Pet Oct 13. East Stonehouse, Oct 28 at 11. Fowler, Plymouth.
Marlow, Wm, Nuneaton, Carter. Pet Oct 9. Birm, Oct 30 at 19. Allen, Birm, and Estlin, Nuneaton.
McDowall, Wm, Bradford, Commercial Traveller. Pet Oct 13. Leeds, Oct 29 at 11. Terry & Watson, Bradford, and Bond & Barwick, Leeds.
Mellor, Jas, Lpool, Victualler. Pet Oct 13. Lpool, Oct 27 at 3. Blackhurst, Lpool.
Meredith, Chas, Pontypool, Victualler. Pet Oct 13. Bristol, Oct 30 at 11. Bevan & Co, Bristol.
Phillips, Wm Morgan, Bridgend, Glamorgan, Maltster. Pet Oct 15. Bristol, Oct 30 at 11. Popkin, Bridgend, and Abbott & Co, Bristol.
Codger, Jas, Weston-super-Mare, Baker. Pet Oct 14. Bristol, Oct 30 at 11. Henderson, Bristol.
Sharp, David, and Joseph Sharp, Leeds, out of business. Pet Oct 8. Leeds, Oct 29 at 12. Harle, Leeds.
Steele, Fredk Stephen, Swanage, Dorset, no trade. Pet Oct 8. Exeter, Oct 28 at 12. Terrell, Exeter.
Stephens, Richd, Shrewsbury, Boot Manufacturer. Pet Oct 13. Birm, Nov 13 at 12. James & Co, Birm.
Surman, Jas, Worcester, Butcher. Pet Oct 13. Birm, Nov 2 at 12. Wright, Birm.
Trevena, Wm, Tolcarn, Cornwall, Miner. Pet Oct 12. Redruth, Oct 31 at 11. Brenton, Redruth.
Wallace, John, Stanwix, Cumberland, Innkeeper. Pet Oct 10. Oct 29 at 10. Donald, Carlisle.
Weightman, John, Hayton, Cumberland, Miller. Pet Oct 13. Brampton, Oct 13. Brampton, Nov 9 at 3. Latimer, Brampton.
Whitfield, John Wm, Ryde, Isle of Wight, Gas Fitter. Pet Aug 22. Newport, Oct 28 at 11. Joyce, Newport.
Wilson, Arthur Bushby, Cockermouth, Hat Manufacturer. Pet Oct 13. Newcastle-upon-Tyne, Nov 5 at 12. Hayton, Cockermouth.
Winn, Wm, Thornley Colliery, Durham, Miner. Pet Oct 12. Durham, Oct 29 at 12. Marshall, Durham.
Wright, Emily Anna, Birm, Draper. Pet Oct 3. Birm, Nov 13 at 12. James & Co, Birm.

TUESDAY, Oct. 20, 1863.
To Surrender in London.

Azueles, Abraham, Noble-street, Fancy Warehouseman. Pet Oct 15. Nov 10 at 12. Chidley, Old Jewry.
Briggs, Alfred, Winkfield, nr Windsor, Grocer. Pet Oct 8. Nov 2 at 12. Lawrence & Co, Old Jewry-chambers, Brown & Fletcher, Maidenhead.
Cassell, Bennett, Commercial-street, Whitechapel, out of business. Pet Oct 16. Oct 30 at 12. Pope, Austin-friars.
Coffey, John Ambrose, Providence-row, Finsbury, Consulting Engineer. Pet Oct 16. Nov 10 at 12. Harrison & Lewis, Old Jewry.
Coutts, Jas, Plumpstead, Baptist Minister. Pet Oct 16. Oct 30 at 2.30. Eyre & Lawson, Bedford-row.
Exans, Wm, Portland-terrace, St. John's-wood, Schoolmaster. Pet Oct 15. Nov 10 at 1. Lee, Moorgate-st.
Ewens, Hy, Marion-sq, Hackney-road, Dealer in Firewood. Pet Oct 14 (for pau). Nov 10 at 12. Aldridge.
Huggins, Robt, sen, Church-st, Shoreditch, Fish Factor. Pet Oct 16. Oct 29 at 2.30. Smith, White Lion st, Norton-folgate.
Johnson, Hy, St George-st, Middlx, Beerseller. Pet Oct 16. Oct 30 at 2.30. Whitcombe, Great Ormond-st.
Kay, Eliza, Blackfriars-rd, Schoolmistress. Pet Oct 15. Nov 2 at 12. Ody, Trinity-st, Southwark.
King, Jas, jun, Woodford, Essex, out of business. Pet Oct 17. Nov 5 at 11. Silvester, Great Dover-st.
Ladd, Maria, Wells-st, Oxford-st, out of business. Pet Oct 15. Nov 10 at 12. Hare, Basinghall-st.
Masterton, Edw Chas, Clyde-ter, Hill-st, Peckham, Commercial Clerk. Pet Oct 14 (for pau). Oct 30 at 12. Aldridge.
Mounsey, Wm, Glasshouse-bldgs, Minories, Commission Agent. Pet Oct 13 (for pau). Oct 30 at 2. Aldridge.
Shambrook, John, Bishop's Hatfield, Hertford, Grocer. Pet Oct 16. Oct 30 at 12. Hare, Basinghall-st.
Willson, Wm Hy, Milton-next-Sittingbourne, Kent, Coal Merchant. Pet Oct 15. Oct 30 at 12. Cordwell, College-hill.
Willison, Wm Henry, Kensington, Chemist. Pet Oct 17. Nov 2 at 11. Juckes, Basinghall-st.
Woollard, Wm, Well-st, Gray's-inn-rd, out of business. Pet Oct 15. Nov 2 at 11. Sydney, Jewry-st.

To Surrender in the Country.

Allix, Wm, Grantham, Innkeeper. Pet Oct 14. Grantham, Oct 28 at 11. Malim, Grantham.
Allport, Noah, Dudley, Victualler. Pet Oct 13. Dudley, Nov 2 at 11. Maltby, Dudley.
Bagshaw, Wm, Sheffield, Butcher. Adj Oct 13. Leeds, Oct 31 at 10.
Broadhurst, John, Sheffield, Case Maker. Pet Oct 19. Sheffield, Nov 4 at 2. Mason, Sheffield.
Brown, George, Tetford, Lincoln, Shopkeeper. Pet Oct 14. Horncastle, Oct 28 at 11. Walker, Spilsby.
Clee, John, sen, Dudley, out of employment. Pet Sept 11. Dudley, Nov 2 at 11. Maltby, Dudley.
Cook, Thos, Weston-super-Mare, Builder. Adj Oct 14. Bristol, Oct 30 at 11. Brittan, Bristol.
Crapper, Foster, Halifax, Manufacturer of Damasks. Adj Oct 13. Leeds, Oct 30 at 11.
Darbyshire, John, Sheffield, Optician. Pet Oct 16. Sheffield, Nov 4 at 2. Mason, Sheffield.
Darnley, Hy, Cleckheaton, Commission Agent. Adj Oct 13. Leeds, Oct 30 at 11.
Davidson, Geo, Penrith, Innkeeper. Pet Oct 15. Penrith, Nov 2 at 10. Arnison, Penrith.
Davies, Hy, Lpool, Iron Merchant. Adj Oct 16. Lpool, Nov 2 at 11.
Dixon, Wm, Lowestoft, Smack Owner. Pet Oct 16. Lowestoft, Nov 2 at 12. Archer, Lowestoft.
Douthwaite, Robt, Tollerton, York, Cattle Dealer. Pet Oct 14. Easingwold, Nov 3 at 10. Mason, York.
Emberton, Thos, Tunstall, Coal Master. Pet Oct 17. Birmingham, Nov at 12. Harding, Tunstall, and Smith, Birmingham.
Eteson, Francis, Otley, York, Stoker. Pet Oct 16. Barnsley, Oct 30 at 2. Hamer, Barnsley.
Griffiths, John, the elder, Condover, Salop, Farmer. Pet Oct 17. Birm, Nov 2 at 12. Davies, Shrewsbury, and Barlow & Smith, Birm.
Hirst, Edmund, Marsden, near Huddersfield, Woollen Manufacturer. Pet Oct 15. Leeds, Oct 30 at 11. Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.
Homer, Jos, Brierley-hill, Stafford, and Birm, Scrivener, Attorney, and Solicitor. Pet Oct 13. Birm, Nov 2 at 12. Collis & Ure, Birm.
Hooker, Wm, Lpool. Pet Oct 17. Lpool, Nov 17 at 11. Best, Lpool.
Horswill, Wm, Diptford, Devon, Boot Maker. Pet Oct 15. Totness, Oct 31 at 12. Killock, Totness.
Huddleston, Timothy, Gresford, Denbigh, Book-keeper. Pet Oct 17. Wrexham, Oct 31 at 11. Sherratt, Wrexham.
Hughes, Jos, Edge-lane, Lpool, Builder. Adj Oct 14. Lpool, Nov 3.
Jeremy, David, Ystragynlais, Brecon, Draper. Pet Oct 5. Bristol, Oct 30 at 11. Bevan & Co, Bristol.
Kirman, Edw Moyses, Flottergate, Great Grimsby, Boot Maker. Pet Oct 15. Great Grimsby, Nov 5 at 11. Wintringham, Grimsby.
Levine, Moses Herwich, Norwich, Jeweller. Pet Oct 15. Norwich, Oct 28 at 11. Colsins, Norwich.
Marshall, Jas, Bristol, Victualler. Pet Oct 16. Bristol, Nov 6 at 11. Pigeon, Bristol.
Norris, Wm, Chatteris, Cambridge, Farmer. Pet Oct 17. March, Nov 7 at 11. Ollard, Upwell.
Phillips, Eliz, Bath, Grocer. Pet Oct 12. Bath, Nov 3 at 11. Bartrum, Bath.
Revitt, Chas Adams, Sheffield, Publican. Pet Oct 16. Sheffield, Nov 4 at 2. Mason, Sheffield.
Spincer, John, Corfe Castle, Dorset, Coal Merchant. Pet Oct 16. Exeter, Nov 4 at 1. Weston, Dorchester, and Terrel, Exeter.
Stevens, Jos, Upper Wawensmere, Warwick, Farmer. Pet Oct 17. Birm, Nov 2 at 12. Parry, Birm.
Stilborn, Mary, Tapham, York, Widow. Pet Oct 15. Pocklington, Oct 30 at 11.30. Silburn, Pocklington.
Surman, Wm, Clifton-on-Teme, Stafford, Butcher. Pet Oct 17. Birm, Nov 13 at 12. Wright, Birm, and Rea, Worcester.
Taylor, John Hy, Lpool, Scullware Dealer. Pet Oct 14. Lpool, Nov 3, at 11.
Tomschlitz, Jos, Lpool, Commission Agent. Pet Oct 17. Lpool, Nov 2. Neal & Martin, Lpool.
Topham, Edw, Bradford, Labourer. Pet Oct 16. Bradford, Oct 30 at 10.30. Gant, Bradford.
Turner, Wm, Reading, Manure Agent. Pet (for pau) Oct 16. Reading, Oct 30 at 12. Smith, Reading.
Upton, Edw, Lpool, Eating-house Keeper. Adj Oct 14. Lpool, Nov 3 at 11.
Warhurst, Hy, Sheffield, Beer Seller. Adj Oct 13. Leeds, Oct 31 at 10.
Wilkinson, Thos, Millholme, Skipton, York, Cotton Spinner. Pet Sept 22. Leeds, Oct 29 at 11. Brown, Skipton, and Bond & Barwick, Leeds.
Wynne, Geo, Llandudno, Carnarvon, Beer Seller. Pet Oct 17. Lpool, Nov 2 at 11. Evans & Co, Lpool.

BANKRUPTCIES ANNULLED.

Illingworth, Benj, Bradford, Tailor. Oct 16.

BANKRUPTCIES IN IRELAND.

M'Farland, John, Omagh, Draper (trading as John M'Farland & Co.). To surr on Oct 27 and Nov 13.